

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 of 134
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W56HZV-07-R-0348		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JUL11	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ADEB WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 05:00pm (hour) local time 2007AUG27 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> TODD BURROWS <b>E-mail address:</b> TODD.BURROWS@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586) 753-6635
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**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>			<b>17. Signature</b>
<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>		<b>25. Payment Will Be Made By</b> <b>Code</b>	
<b>SCD</b> <b>PAS</b> <b>ADP PT</b>		<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0348 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 134
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

Executive Summary

The information below describes our planned acquisition approach. It reflects the Army's total estimated requirements. The solicitation, clauses, Scope of Work, Purchase Description (PD), and associated information are posted on the Motorized Grader website at: <http://contracting.tacom.army.mil/majorsys/gradermotorized/gradermotorized.htm>

The Government will regularly post all changes/amendments/updates to the solicitation as well as answers to any industry-generated questions on this site. Offerors are responsible to periodically review and monitor the Grader website to ensure they have the most current information for this solicitation. If you have any questions regarding web access, direct them to the TACOM Electronic Contracting Help Desk at email: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil).

Acquisition Approach

The Government's goal is to procure an estimated 566 Motorized Graders (299 in years 1-5 and 267 in years 6-10) and 66 armor kits on a best value basis using a requirements contract. The Government may procure more vehicles and armor under this contract if requirements materialize. The contract will be a 5 Year Firm Fixed Price requirements contract with 1 five year option that is fixed price with Economic Price Adjustment (EPA). The Government will use formal source selection procedures to select an offeror whose proposal represents the Best Value to the Government. An offeror's submission must be a complete, stand alone proposal covering all the solicitation requirements. Offerors' proposals must be comprehensive, fully responsive to the information requested in the solicitation and reflect the offerors best prices.

Economic Price Adjustment (EPA)

This solicitation contains EPA clauses (H.7 and H.8) which are applicable to ordering periods 6-10. It is recommended that offerors read these clauses carefully to understand what is included in the EPA and what is not. Offerors should familiarize themselves to what EPA information is required in the proposal, the process for requesting EPA, and the process for settling disagreements on the adjustment.

Unique Item Identification (UID)

The Department of Defense (DoD) has mandated that Unique Item Identification be included in all applicable contracts effective January 1, 2004. The Unique Item Identification requirement is located in the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.211-7003. In short, the vehicle, major components and assemblies, and repairables with a unit cost of \$5,000 or more must be marked with a UID. However, there are many options available on how to make the items and two different constructs to choose from when marking.

Armor Kits

All offerors must propose a price for a Grader w/A-kit (CLIN 0100, 0200, etc.) and offer a B-kit (CLIN 0110, 0210, etc.) or a C-kit (CLIN 0115, 0215, etc.). If an offeror wishes to offer both a B-kit and a C-kit, that offeror must submit two proposals: One proposal with Grader w/A-kit and B-kit and one proposal with Grader w/A-kit and C-kit.

Armor Kit Technical Data Package (TDP)

The Government desires to obtain the CPK armor kit technical data with unlimited rights and no restrictive legends or markings on the data. In submitting its proposal, the offeror must indicate in accordance with the applicable intellectual property related FAR and DFARS clauses found in this Request for Proposal, the technical data that the offeror intends to deliver with other than unlimited technical data rights and the basis for the assertion of those limitations as defined in the applicable clauses. If the offeror proposes to deliver other than unlimited technical data rights, the offeror must list the items and the number of drawing sheets that will be delivered with less than unlimited technical data rights.

SECRET Facility Clearance

The Prime contractor or their armor subcontractor is required to have a SECRET Facility Clearance (L.1.6) to be considered for award.

Purchase Description Addendum

There is an addendum to the Purchase Description that is For Official Use Only (FOUO). This addendum will not be available on the Internet, but will be available upon request. Send an email to Todd Burrows at [burrowst@tacom.army.mil](mailto:burrowst@tacom.army.mil) indicating your intent to submit a proposal on this solicitation and your desire to receive the PD's addendum. Please include your company's name and address in this request and the addendum will be mailed to you along with Combat Support and Combat Service Support Armoring System's Security Classification Guide dated 06 APR 2007.

\*\*\* END OF NARRATIVE A0001 \*\*\*

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<b>Name of Offeror or Contractor:</b>		

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
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:	:	:
:	:	:

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

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Name of Offeror or Contractor:

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  
Note: Fill all CLIN pricing information in attachment 002, pricing sheet.

Quantities used in this solicitation are estimates.

In the four digit item numbers (CLINs) that follow, the first two digits signify the applicable ordering period. For example, CLIN 0410 is in the fourth ordering period.

The following definitions apply to the first ten years of the solicitation and resulting contract:

First Ordering Period of the contract is the date of award plus 364 days.

Second Ordering Period of the contract is 365 days through 729 days after contract award.

Third Ordering Period of the contract is 730 days through 1094 days after contract award.

Fourth Ordering Period of the contract is 1095 days through 1459 days after contract award.

Fifth Ordering Period of the contract is 1460 days through 1824 days after contract award.

Sixth Ordering Period (Option) of the contract is 1825 days through 2189 days after contract award.

Seventh Ordering Period (Option) of the contract is 2190 days through 2554 days after contract award.

Eighth Ordering Period (Option) of the contract is 2555 days through 2919 days after contract award.

Ninth Ordering Period (Option) of the contract is 2920 days through 3284 days after contract award.

Tenth Ordering Period (Option) of the contract is 3285 days through 3649 days after contract award.

Note: The price applicable to an individual order is the price for the ordering period in which the order is issued. The delivery date does not determine the ordering period.

\*\*\* END OF NARRATIVE B0001 \*\*\*

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p><u>FIRST ARTICLE TEST - GRADERS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section E.3 and E.4.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Two FAT Graders (with b/c kit) shall be delivered 180 days after award to:</p> <p>Aberdeen Proving Grounds Transportation Office Bldg. 507 Aberdeen Proving Ground, MO 21005-5059</p> <p>(End of narrative F001)</p>	2	EA	\$ _____	\$ _____
0002	<p><u>FIRST ARTICLE TEST TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.3</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>Training will occur 180 days after award at:</p> <p>Aberdeen Proving Grounds Aberdeen Proving Ground, MO 21005-5059</p>	1	LO		\$ _____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	(End of narrative F001)				
	<u>LOGISTIC GRADER</u>	1	EA	\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	See Section E.5				
0004	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	FOB POINT: Destination				
	One Grader (with b/c kit) shall be delivered to the Contractor's logistics subcontractor's site within 180 days of award.				
	(End of narrative F001)				
	<u>CONTRACT DATA REQUIREMENTS LIST</u>	1	LO	\$ _____	\$ _____
	SECURITY CLASS: Unclassified				
	See Sections C.4.2-C.12 and Exhibits A-AF				
	The Government reserves the right to award CDRLs seperately, all together, or in any combination.				
	CDRLS				
	A001 Meeting Minutes			\$ _____	
	A002 Configuration Change Report			\$ _____	
	A003 Warranty Implementation			\$ _____	
	A004 Maintenance Analysis			\$ _____	
	A005 NMWR Data Summary			\$ _____	
	A006 STTE List			\$ _____	
	A007 Testability Analysis			\$ _____	

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	A008 EDFP \$_____				
	A009 PPL \$_____				
	A010 Operator Manual \$_____				
	A011 Maintenance Manual \$_____				
	A012 Lubrication Order \$_____				
	A013 RPSTL (-23P) \$_____				
	A014 Technical Bulletin \$_____				
	A015 Training Course Outline \$_____				
	A016 Lesson Guides in ASAT \$_____				
	A017 Student Attendance Reports \$_____				
	A018 Packaging Data \$_____				
	A019 Special Packaging Instructions \$_____				
	A020 Transportability Report \$_____				
	A021 Safety Assessment Report \$_____				
	A022 HMMP \$_____				
	A023 Field Service Report \$_____				
	A024 Warranty Claims \$_____				
	A025 Crew Protection Kit TDP \$_____				
	A026 Corrective Action Report \$_____				
	A027 ECP CPK \$_____				
	A028 Notice Of Revision \$_____				
	A029 RFD CPK \$_____				
	A030 ERR Package \$_____				
	A031 CSA Reports - B Kit \$_____				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination      ACCEPTANCE: Destination				
	FOB POINT: Destination				
	See individual CDRLs (DD1423s) for delivery information				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p>(End of narrative F001)</p> <p><u>INSTRUCTOR AND KEY PERSONNEL TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.1</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>IKPT shall be held at the Contractor's site in accordance with the government approved ILS schedule (established at the SOW meeting).</p> <p>(End of narrative F001)</p> <p>FIRST ORDERING PERIOD</p> <p>(End of narrative A001)</p>	1	EA		\$ _____
0100	<p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p>	37	EA	\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110	<p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p> <p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 0115 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	57	EA	\$ _____	\$ _____
0115	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0110 (B Armor Kit), not both.</p> <p>See Section C.1</p>	57	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p>				
0120	<p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	37	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0130	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section F.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>	30	DA		\$ _____
0150	<p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	18	EA		\$ _____
0160	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0165	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>SECOND ORDERING PERIOD</p> <p>(End of narrative A001)</p>	30	DA		\$ _____
0200	<p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p>	52	EA	\$ _____	\$ _____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0210	<p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p style="text-align: center;">(End of narrative F001)</p> <p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 0215 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO:  (Y00009)    SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p style="text-align: center;">(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0215	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0210 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p style="text-align: center;">(End of narrative B001)</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  SHIP TO: (Y00009)      SEE BELOW  Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).  Ship To address shall be provided at time of award under the conditions established in section F.1.  (End of narrative F001)				
0220	<u>ARCTIC KITS</u>  SECURITY CLASS: Unclassified  See Section C.1  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  SHIP TO: (Y00009)      SEE BELOW  Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).  Ship To address shall be provided at time of award under the conditions established in Section F.1.  (End of narrative F001)	1	EA	\$ _____	\$ _____
0230	<u>STORAGE</u>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0250	<p>SECURITY CLASS: Unclassified</p> <p>See Section F.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	18	EA		\$ _____
0260	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0265	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  <u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u>  SECURITY CLASS: Unclassified  See Section C.10  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination  THIRD ORDERING PERIOD  (End of narrative A001)	30	DA		\$ _____
0300	<u>MOTORIZED GRADERS W/TYPE A KIT</u>  SECURITY CLASS: Unclassified  See Section C.1  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  SHIP TO: (Y00009)      SEE BELOW  Grader shall be delivered 180 days after award or FAT approval (whichever is later).  Ship To address shall be provided at time of award under the conditions established in Section F.1.	50	EA	\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0310	<p>(End of narrative F001)</p> <p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 0315 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0315	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0310 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0320	<p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p> <p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0330	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0350	<p>See Section F.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	13	EA		\$ _____
0360	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0365	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FOURTH ORDERING PERIOD</p> <p>(End of narrative A001)</p>	30	DA	\$ _____	
0400	<p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	80	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0410	<p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 0415 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0415	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0410 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p>				
0420	<p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0430	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0450	<p>See Section F.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	20	EA		\$ _____
0460	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0465	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>FIFTH ORDERING PERIOD</p> <p>(End of narrative A001)</p>	30	DA	\$ _____	\$ _____
0500	<p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	80	EA	\$ _____	\$ _____
0510	<p><u>TYPE B ARMOR KIT</u></p>	1	EA	\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 0515 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>				
0515	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0510 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0520	<p>SHIP TO: (Y00009) SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p> <p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0530	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section F.4</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0550	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	20	EA		\$ _____
0560	<p>(End of narrative B001)</p> <p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	30	DA		\$ _____
0565	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>SIXTH ORDERING PERIOD (OPTION)</p> <p>(End of narrative A001)</p>				
0600	<p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	84	EA	\$ _____	\$ _____
0610	<p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contractor shall provide a price for either this CLIN or CLIN 0615 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>				
0615	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0610 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0620	<p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p> <p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0630	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section F.4</p> <p>(End of narrative B001)</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0650	<p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	21	EA		\$ _____
0660	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	30	DA		\$ _____
0665	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>SEVENTH ORDERING PERIOD (OPTION)</p> <p>(End of narrative A001)</p> <p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	84	EA	\$ _____	\$ _____
0710	<p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p>	1	EA	\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contractor shall provide a price for either this CLIN or CLIN 0715 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>				
0715	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0710 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0720	<p>FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p> <p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0730	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section F.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0750	<p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	21	EA		\$ _____
0760	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	30	DA		\$ _____
0765	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>EIGHTH ORDERING PERIOD (OPTION)</p> <p>(End of narrative A001)</p> <p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	39	EA	\$ _____	\$ _____
0810	<p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 0815 (C Armor Kit), not both.</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>				
0815	<p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0810 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0820	<p>under the conditions established in section F.1.</p> <p>(End of narrative F001)</p> <p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
0830	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section F.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0850	<p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>	10	EA		\$ _____
0860	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	30	DA		\$ _____
0865	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0900	<p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NINTH ORDERING PERIOD (OPTION)</p> <p>(End of narrative A001)</p> <p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	30	EA	\$ _____	\$ _____
0910	<p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 0915 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p>	1	EA	\$ _____	\$ _____



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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0915	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p> <p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 0910 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0920	<u>ARCTIC KITS</u>  SECURITY CLASS: Unclassified  See Section C.1  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination  SHIP TO: (Y00009)      SEE BELOW  Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).  Ship To address shall be provided at time of award under the conditions established in Section F.1.  (End of narrative F001)	1	EA	\$ _____	\$ _____
0930	<u>STORAGE</u>  SECURITY CLASS: Unclassified  See Section F.4  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin	30	DA		\$ _____
0950	<u>NEW EQUIPMENT TRAINING</u>	10	EA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>				
0960	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>	30	DA		\$ _____
0965	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u></p>	30	DA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	<p>INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>TENTH ORDERING PERIOD (OPTION)</p> <p>(End of narrative A001)</p> <p><u>MOTORIZED GRADERS W/TYPE A KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)    SEE BELOW</p> <p>Grader shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	30	EA	\$ _____	\$ _____
1010	<p><u>TYPE B ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall provide a price for either this CLIN or CLIN 1015 (C Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015	<p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>B Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p> <p><u>C ARMOR KIT</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall price either this CLIN or CLIN 1010 (B Armor Kit), not both.</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009)      SEE BELOW</p> <p>Armor Kit shall be delivered 180 days after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020	<p><u>ARCTIC KITS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.1</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p> <p>SHIP TO: (Y00009) SEE BELOW</p> <p>Arctic Kits shall be delivered 180 after award or FAT approval (whichever is later).</p> <p>Ship To address shall be provided at time of award under the conditions established in Section F.1.</p> <p>(End of narrative F001)</p>	1	EA	\$ _____	\$ _____
1030	<p><u>STORAGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section F.4</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>	30	DA		\$ _____
1050	<p><u>NEW EQUIPMENT TRAINING</u></p> <p>SECURITY CLASS: Unclassified</p>	7	EA		\$ _____

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>See Section C.6.6.2.2</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p> <p>NET shall be conducted 180 days after award or FAT approval (whichever is later).</p> <p>The location of NET shall be provided at time of award under the conditions established in section F.2.</p> <p>(End of narrative F001)</p>				
1060	<p><u>CONTRACTOR TECHINCAL ASSISTANCE - CONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	30	DA		\$ _____
1065	<p><u>CONTRACTOR TECHNICAL ASSISTANCE - OCONUS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>See Section C.10</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>	30	DA		\$ _____

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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4072 (TACOM)	TECHNICAL DATA PACKAGE INFORMATION	JAN/2005

The following "X"d item applies to this solicitation:

[ X] There is no Technical Data Package (TDP) included with this solicitation.

[ ] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): <http://contracting.tacom.army.mil/bidreq.htm>

[ ] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government



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fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

C.1 Hardware Deliveries.

C.1.1 The contractor shall manufacture and deliver a Type I Motorized grader modified to meet all the technical requirements of Purchase Description (PD) "Motorized Grader (MG)" PD No. ATPD-2358 dated 13 JUNE 2007 (Attachment 001). Delivery Orders will specify the vehicle quantity, arctic kits, armor kits, delivery dates, destinations, level of preservation and paint color. All hardware listed in C.1.2, C.1.3, and C.1.4 shall be included in the unit price of the Motorized graders.

C.1.2 Basic Issue Items (BII).

The Contractor shall provide BII for each vehicle. BII are essential to place and maintain the motorized grader in operation, and to perform routine operator maintenance and emergency repairs. Emergency repairs are defined as repairs that are non-deferrable until mission completion. BII include those select common and special purpose tools, operator publications, and safety equipment (i.e. fire extinguishers) authorized for the motorized grader. The Contractor shall list BII by National Stock Number (NSN) in a separate operator's manual appendix. The contractor shall over-pack the list and the components of the BII with each vehicle In Accordance With (IAW) the packaging instructions developed for the Department of the Army Technical Manuals (TMs) for each vehicle.

C.1.3 Initial Service Package (ISP).

The contractor shall provide an ISP for each vehicle. The contractor shall over-pack the list and the components of the ISP with each vehicle IAW the packaging instructions developed for the TMs. The ISP shall consist of all service parts/items required to meet warranty service intervals and perform the first scheduled maintenance. The contractor shall mark each item with the nomenclature, part number and NSN to ensure the correct application IAW the packaging instructions developed for the TMs.

C.1.4 Component of End Items (COEI).

The contractor shall provide the COEI of each vehicle. COEI are components that are part of the end item but must be removed from the motorized grader and separately packaged for military transportation. These components are listed by NSN separately in the appendix to the operator's manual. The contractor shall over-pack the list and the components of the COEI with each vehicle IAW the packaging instructions developed for the TMs.

C.2 Data.

The contractor shall deliver all data in English. Data delivered under this contract shall be submitted electronically via CD ROM or electronic mail in MS Office compatible format.

C.3 Meetings and Reviews.

C.3.1 The contractor and government will periodically have meetings and reviews during this contract's performance period, as outlined in C.3.2 below. Meetings are used to review progress and provide guidance on technical, logistics, contractual or other issues that arise during contract performance. Prior to meetings, the Government and contractor will jointly develop an agenda. Meetings will be held at both contractor and government facilities, if any classified is to be discussed the meeting must be held at a secure facility. When meetings are at the contractor's facility, the contractor will ensure the following are available for the government's use: production or other required versions of the motorized graders needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other data); and computer resources, as needed. The contractor shall submit minutes of each meeting within 5 working days after each meeting and deliver in accordance with CDRL A001. Meeting minutes shall not include any classified information.

C.3.2 The contractor shall participate in the following meetings:

C.3.2.1 Start-of-Work Meeting. Within 30 days of contract award, TACOM will host a Start of Work meeting at the Detroit Arsenal in Warren Michigan. The start-of-work meeting may last up to three days and the contractor shall present its plan to manage and develop engineering and logistics products and services. The Contractor and government will jointly develop an Integrated Logistics Support (ILS) schedule at the start of work meeting that shall identify dates for all logistics deliverables and will become Attachment 003. The contractor shall have completed Attachment 004 with the list of proposed Item Unique Identification (IUID) marked components for each motorized grader. The meeting will focus on reviewing the following;

1. Contract terms and conditions
2. Data requirements
3. Required specifications
4. Integrated Master Schedule for armor
5. Test requirements (no classified information)
6. Integrated Logistics Support (ILS) Schedule

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7. Logistics requirements

C.3.2.2 Pre-Test Meeting. Pre-Test Meeting, shall last one day and be used to review testing, logistics, and training support. The initial meeting shall take place at Aberdeen Proving Ground, MD at least 30 days prior to beginning government First Article Test (FAT).

C.3.2.3 Program Status Reviews. Program Status Reviews (PSRs) will be held approximately quarterly, beginning 90 days after the Start of Work meeting until completion of all data deliverables. The meetings will encompass the contractor's production status, data deliverable status, and progress on all logistics requirements. Supportability Integrated Product Team (SIPT) meetings may be part of the PSRs, or separately scheduled. Reviews are held at the US Army Tank-automotive and Armaments Command, Warren MI, and will last up to two days. The government and contractor will jointly schedule the meetings and establish the agenda.

C.3.2.4 In-Process Reviews (IPRs). The government may request periodic IPRs at the contractors facility to review engineering and logistics issues and reach consensus for resolution.

C.3.2.5 Provisioning Conference. Provisioning Conferences will be held IAW C.6.4.5.

C.4 Vehicle Configuration Changes.

C.4.1 Configuration Baseline.

The contractor shall be responsible for maintaining configuration control of the motorized grader. The contractor shall establish a production configuration baseline for the vehicle after successful completion of both the contractor's testing and the government's FAT. This baseline will identify and document the functional and physical characteristics of the vehicle. The government acknowledges that the contractor may want to offer to the government configuration changes being introduced to its commercial production during the term of this contract. However, it's important for the government to assess the impact of any proposed vehicle changes to the logistics and technical requirements established for this program. The contractor is therefore required to notify the government prior to implementing any configuration changes that impact form, fit, or function. The government can elect to place no additional orders under this contract if the proposed changes are not acceptable to the government, and the government will be under no further obligation pursuant to the clause at 52.216-21, Requirements, to order any additional quantities of vehicles. The government will issue a no-cost cancellation to the contract.

C.4.2 Engineering Changes - Contractor Initiated.

C.4.2.1 Configuration Change Report.

The contractor shall submit requests for approval of changes in the form of a configuration change report for any configuration change that impacts form, fit or function to the configuration baseline. The contractor shall submit the report to the Contracting Officer at least 60 days before the proposed application date, in accordance with CDRL A002. The request for change shall include the following:

- a. Rationale to support the necessity of making the change;
- b. Any test results, planned testing, or other information to show acceptability;
- c. identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the change you are proposing;
- d. Identification of any logistics impact to each of the 10 elements of ILS, in accordance with AR 700-127.
- e. Any proposed decrease in contract price; and
- f. Identification, by serial number, of the systems affected.

C.4.3 Government Review.

The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government will determine the extent of testing up to and including a complete FAT for that change. The contractor will perform the tests at no additional cost to the government.

C.4.4 Responsibility for Failure Due to Changes.

The government's acknowledgement of the contractor's change does not relieve the contractor from its responsibility to furnish all items in conformance with the contract performance requirements.

C.4.5 Responsibility for the Cost of Changes.

The responsibility for the cost of changes is as follows:

- a. This is a firm fixed-price contract for the first five years and a fixed price with EPA contract for the five additional option years. There will be no price increases as a result of a contractor initiated configuration change, including model changes. Anticipated model changes shall be priced out at the time of proposal submission and included in the proposed vehicle price.

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b. The government is not responsible for additional testing or software costs associated with any changes the contractor submits, including model changes.

c. When a change results in reduced contractor costs, the government will accept any equitable reduction in contract price offered by the contractor.

d. The government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

C.4.6 Responsibility for Data.

a. The contractor shall submit, at no cost to the government, revisions to all affected contractual data deliverables, whether they affect form, fit, or function or not, within 90 days of making the change.

b. At the time of a model change, the parties will negotiate a price for any changes requested by the Government to data, including logistics, previously submitted under the contract.

C.4.7 Definitions.

The definition of Form, Fit and Function are:

Form:

Fits and functions in the same way as the item it replaces (interchangeable, substitutable) and may include components that are of different materials than the replaced components, but do not affect fit or function (interchangeable, substitutable). Replacement, repair, service or maintenance of the item is exactly the same as the item it replaces (substitutable).

Fit:

Item goes onto, into or attached to the equipment exactly as the item it replaces.  
No difference in mounting, interface or operation between replaced and replacing parts.  
There is an exact fit match.

Function:

Item operates exactly as the item it replaces, with no functional difference between the old, replaced item and the new, replacing item.  
When appropriate, the replacing item shall be inspected, replaced, repaired and/or otherwise maintained in exactly the same method as the item it replaces.

C.4.8 Configuration Management Crew Protection Kit (CPK), also known as the Supplemental Armor Set (SAS), when provisioned by the Army.

The Armor Kit (B-kit or C-kit) Product Configuration Documentation (PCD) is defined as the documentation required for the product baseline, to a level of detail commensurate with the Governments logistics support requirements and procurement strategies, in accordance with the requirements of this contract. The PC for the Armor Kit shall include, but is not limited to, all data required by C.12, such as specifications, product engineering drawings and associated lists, product models, model based definition data sets, special tools, Armor Kit interface and other A-Kit related drawings/models, kit installation/removal instructions, special packaging instructions, quality assurance provisions, and Government-approved changes, required corrections, engineering release records, and other technical documentation comprising a complete, fully defined Product Baseline Technical Data Package (TDP) that is suitable for competitive procurement.

The Contractor shall provide Configuration Management (CM) and TDP support for the Armor Kit through the end of the contract performance period. This support shall include preparation and delivery of new and revised Armor Kit TDP data via Engineering Release Record (ERR) packages, as well as status accounting reports, and, as applicable, engineering change proposals, in accordance with the SOW and CDRLs A027, A028, A030, A031.

C.4.8.1 Configuration Baseline Crew Protection Kit/Supplemental Armor Set.

CAD models/drawings shall be provided to the Government or be accessible to Government personnel as needed throughout the period of performance of this contract. The Contractor shall have all models and drawings up to date and available before start of testing to reflect the configuration of the CPK being submitted for test.

C.4.8.1.1 The Government will assume configuration control of the CPK and establish the Product Baseline after successful completion of both the contractor's and the government's portions of the FATs. The PCD delivered to the Government to establish and initially release the Product Baseline for the armor kit shall include incorporation of approved changes to date and required corrections resulting from test.

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C.4.8.2 Configuration Control CPK/SAS.

The Contractor shall propose changes to the armor kit product configuration baseline via the submission of Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), or Requests for Deviations (RFDs) in accordance with the below requirements. Sufficient supporting data to evaluate each proposed change, which includes, but is not limited to the requirements in C.4.2, shall be submitted with each request. The Contractor shall e-mail requests for ECP Numbers to the Government Configuration Data Management representative.

C.4.8.2.1 Engineering Changes - Contractor Requested.

The Contractor shall submit ECPs in accordance with DI-CMAN-80639C (CDRL A027) and Data Delivery Description (DDD) for ECPs, attachment 020, immediately upon determination of a need for such changes. Changes to CAD data shall be reflected as CAD mark-ups or "preliminary" revisions. Changes to non-CAD data shall be described on a Notice of Revision (NOR) for each affected drawing in the ECP in accordance with DI-CMAN-80642C (CDRL A028) and the DDD for NORs, attachment 021. The Contractor shall not implement any ECP changes prior to Government ECP approval. The Contractor shall not incorporate any ECP into the end item hardware without prior written approval of the PCO.

C.4.8.2.1.1 The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government will determine the extent of testing up to and including a complete FAT for that change. The contractor will perform the tests at no additional cost to the government.

C.4.8.2.2 Engineering Changes Government Directed.

In the event the Government desires a change to the armor kit configuration, the PCO will request, in writing, a technical/price proposal from the Contractor. The Contractor shall submit ECPs in accordance with DI-CMAN-80639C (CDRL A027) and Data Delivery Description (DDD) for ECPs, attachment 020. Changes to CAD data shall be reflected as CAD mark-ups or "preliminary" revisions. Changes to non-CAD data shall be described on a Notice of Revision (NOR) for each affected drawing in the ECP in accordance with DI-CMAN-80642C (CDRL A028) and the DDD for NORs, attachment 021.

C.4.8.2.3 Value Engineering Change Proposals (VECPs).

The Contractor shall prepare VECPs in the same manner as Class I ECPs.

C.4.8.2.4 The Contractor shall prepare and submit an Engineering Release Record (ERR) and submit an ERR package for each approved armor kit ECP in accordance with the ERR requirements of this contract (CDRL A030).

C.4.8.3 Configuration Control-Variances Motorized Grader and CPK/SAS.

Requests for Deviations (RFDs). Contractor desire to temporarily deviate from or waive requirements of the motorized grader or CPK during production shall be submitted as RFDs, prepared in accordance with CDRL A029 and the Data Delivery Description (DDD)-RFD, attachment 022. RFDs shall be properly classified in accordance with the classification requirements in the DDD-RFD. Critical RFDs are not allowed. Recurring deviations or deviations effecting a change to the PCD may be rejected by the Government and returned for resubmission as a formal Class 1 ECP.

C.4.8.3.1 Effectivity Certification.

The Contractor shall maintain the original effectivity point certification on file. This information shall be made available to the Government upon request and RFDs affecting the CPK shall be reflected in the armor kit Configuration Status Accounting (CSA) Reports (CDRL A031).

C.4.8.4. Configuration Status Accounting (CSA) CPK/SAS

The Contractor shall provide a CSA report in accordance with DI-CMAN-81253A (CDRL A031). This information shall be recorded and maintained by the Contractor for the term of this contract. As applicable, CSA reports shall include, but are not limited to, status of changes and deviations, status of resulting action items, PCD affected by proposed changes and deviations, effectivity and incorporation status of approved changes and deviations, ERRs pending submittal, and status of submitted ERRs.

C.4.8.5. Configuration Identification CPK/SAS.

The Contractor shall perform data management, provide the configuration documentation to document the physical and functional characteristics of the armor kit, establish baselines for configuration control, and assign product and document identifiers as required by this contract. (CDRLs A025, A030).

C.4.8.5.1. Engineering Release Record (ERR).

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Engineering release is an action that formally approves configuration documentation and makes configuration documentation available for its intended use. The ERR is the vehicle by which the Contractor initially delivers new PCD to establish the product baseline (i.e., "initial release"), and delivers revised PCD implementing approved changes to the existing Product Baseline (i.e., "change release"), subsequent to a Government-approved ECP.

C.4.8.5.1.1 ERR Package.

The ERR Package is defined as the Engineering Release Record submitted concurrently with the new and revised PCD for Product Baseline initial release and Product Baseline change release. The contractor shall create and revise product data to reflect the current, Government-approved, Product Baseline configuration for the complete B-Kit TDP for the entire contract performance period. (CDRLs A025, A030)

C.4.8.5.1.2. The Contractor shall prepare and submit a digital initial release ERR package in accordance with DI-CMAN-80463C (CDRL A030) for Government approval to initially release (incrementally or in whole) the Product Baseline armor kit TDP (with required A-Kit data per C.12). The Contractor shall also submit change release ERR packages incorporating changes to the Product Baseline for each Government-approved ECP. The ERR number used for change release shall be the same as the Government-approved ECP number. An ERR is required for each drawing and model or group of drawings and models submitted to the Government for approval and formal release. The Contractor shall prevent premature release of product configuration documentation (PCD) related to an Engineering Change Proposal (ECP) until the Government has approved the ECP and subsequent ERR. Multiple ECPs on one ERR is not allowed. The revision history description for all PCD shall include the applicable ERR Number authorized to release the data.

C.4.8.6 Configuration Data Management.

The Contractor shall assign a unique identifier to PCD and utilize disciplined version control in managing digital data. The Contractor shall retain all Government-approved revisions (versions) of each document and model representation to provide a traceable history in order to access the correct revision of an item of data when needed. The content of a document and model revision is fixed once the Government approves it. Changes are allowed only by a superseding document revision (via Government-approved ECP) and subsequent approval of the new revision by the Government (via ERR). The Contractor shall insure that all representations (i.e., hard copy, raster, Adobe PDF, native CAD, neutral CAD, etc.) of a single version or revision of PCD, delivered to the Government for approval and subsequently maintained by the Contractor for the term of this contract, are identical. The terms version and revision as used herein are interchangeable (CDRLs A025, A027, A028, A030).

C.4.8.6.1 End of contract.

The Contractor shall transfer all master PCD to the Government immediately upon completion of this contract.

C.5 Vehicle Hand-Off.

The contractor will be responsible to hand-off all equipment deliverable under this contract to each gaining unit. The contractor shall perform the hand-off and activate the vehicle warranty. The contractor shall deliver all the vehicles ready to operate prior to New Equipment Training. The hand-off effort includes:

- a. Re-assembly of the vehicle to a fully operational configuration if the vehicle is shipped with any components removed. All tools and equipment required to complete the re-assembly will be the contractor's responsibility.
- b. Inventory of any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages.
- c. Provide one-hour familiarization for 6-8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.
- d. Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty data plate, discussing with the unit the terms and details of warranty administration, and pointing out the warranty information included in the TMs. The contractor shall prepare a report which contains the warranty implementation date by vehicle type, vehicle serial number, shipping destination, and DODAAC in accordance with CDRL A003.

C.6 Logistics.

C.6.1 Logistics Management.

The contractor shall manage and develop a logistics support package for the motorized grader program, and co-chair government scheduled Supportability Integrated Product Team (SIPT) meetings (C.3.2.3) approximately quarterly. The contractor shall appoint an ILS Manager responsible for the entire logistics scope of this contract, on a level commensurate with the Engineering Manager. The Contractor and government will jointly develop an ILS schedule at the start of work meeting that shall identify dates for all logistics deliverables.

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The ILS Schedule shall be a binding document for both contractor and government and will be added to the contract as Attachment 003. The contractor shall plan and develop an update (Update 1) to the logistics support package (MAC, provisioning, technical manuals, training and packaging) to start 48 months after contract award. A separate ILS schedule shall be jointly developed for this update.

C.6.2 Integrated Logistics Support (ILS) Development.

The contractor shall use MIL-PRF-49506, Performance Specification, and Logistics Management Information (LMI) for use in identifying content, delivery and related guidance for logistics data.

C.6.3 Maintenance Planning.

The contractor shall conduct Maintenance Planning to determine the maintainability characteristics of the Motorized Grader. The supportability analysis shall be documented in the contractors format as an LMI summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, and support equipment required for each repairable item. The analysis will be documented in end item hardware breakdown sequence, using LSA Control Numbers (LCNs). Functional Group Codes will NOT be used. The Supplemental Armor Set shall be documented at the B indenture level under the end item, with a unique LCN. The contractor shall annotate the top 100 critical items for parts support in the maintenance analysis. Criteria such as long lead items, mission essential and high suspected failure rates should be used in determining criticality. Critical items can be either a repairable component or non-repairable part. A preliminary report formatted and containing all the elements of a MAC shall be prepared as part of the initial Maintenance Analysis review. The contractor shall select and annotate each operator and maintenance task in the task analysis where the contractor recommends the task be added to the TRADOC Program of Instruction (POI) and/or New Equipment Training (NET) for each specific MOS. Instructions for conduct of the analysis are contained in Attachment 005 (LMI Maintenance Analysis). The Maintenance Analysis shall be delivered IAW CDRL A004. The contractor shall facilitate a joint government-contractor conference at the contractors facility to review the initial maintenance analysis.

C.6.3.1 National Maintenance Work Requirement (NMWR) Component Candidates and Analysis/

C.6.3.1.1 NMWR Candidate List.

The NMWR candidate list will be a product of the Maintenance Analysis (C.6.3). Any component coded for repair at the sustainment level of maintenance with a unit price in excess of \$1000 will be a NMWR candidate. The contractor will annotate these components on the Maintenance Analysis and provide them as a separate list at the first Maintenance Analysis review. The government will review and approve the final list of NMWR candidates at the final Maintenance Analysis review.

C.6.3.1.2 NMWR Data Summary.

The contractor shall perform a supportability analysis called a NMWR data summary for each component on the government approved NMWR candidate list. The LMI summary may be in the contractor's format, and shall be documented in accordance with Attachment 006 (LMI NMWR Data Summary). The contractor shall also indicate for each NMWR candidate whether the item is currently available as a remanufactured, rebuilt or otherwise refurbished component. The NMWR Data Summary shall be delivered in accordance with CDRL A005.

C.6.3.2 Equipment Control Record (DA Form 2408-9).

The contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The contractor shall prepare the form in accordance with the instructions in paragraph 5-7 c (3) Acceptance and registration of DA PAM 750-8, dated 25 Feb 05, to report acceptance of the each motorized grader into the U.S. Army inventory. A blank copy of the form is enclosed at Attachment 007. The contractor shall have the Defense Contract Management Command (DCMC) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory. After the DCMC QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

a. Submit the control copy (copy # 1) within five working days to:

Director  
U.S. Army Materiel Command Logistic Support Activity  
ATTN: AMXLS-MR  
Redstone Arsenal, AL 35898-7466

b. Submit the TACOM copy (copy #2) within five working days to:

Commander  
U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-LC-CJCD, MS326  
6501 East 11 Mile Rd.  
Warren, MI 48397-5000

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c. Place Log Book copy (copy # 3) in a dry, protected location, secured in the operator station, and shipped with each vehicle.

C.6.3.3 Support Equipment Tools and Test Equipment (STTE).

The contractor shall deliver a list of Support Equipment Tools and Test Equipment for the motorized grader. The source data for this list will be the Maintenance Analysis, performed per paragraph C.6.3. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs (SCs) contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list. The STTE list shall be delivered in accordance with CDRL A006

Note: New TMDE items, those not identified in U.S. Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.

\\*HYPERLINK "[http://www.army.mil/usapa/epubs/xml\\_pubs/p700\\_60/head.xml](http://www.army.mil/usapa/epubs/xml_pubs/p700_60/head.xml)"

Note: The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a Sets, Kits, and Outfits (SKO) SC. Special tools are:

- Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by LCNs in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.
- Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.
- Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on another engine in the Army inventory).

C.6.3.4 Diagnostics.

C.6.3.4.1 Electronic Diagnostic Testability Analysis.

The contractor shall perform a testability analysis of the motorized grader diagnostics capability, to include number and types of diagnostic tests available for all motorized grader components, assemblies, systems and subsystems. The analysis shall specify number and types of required Test, Measurement, and Diagnostic Equipment (TMDE), as well as a brief narrative description of the benefits to be derived from each diagnostic test. The report shall include a description of any on-board electronic diagnostic systems that may be interrogated for the purpose of maintenance and troubleshooting via an on-board diagnostic display screen. The report shall also contain all standard data, data descriptions and error codes necessary to communicate with the electronic control module (ECM)/electronic control unit (ECU) and to maintain the electronically controlled subsystems. The contractor shall provide data, which specifies limits for all parameters, and how to interpret data outside limits. The contractor shall maximize the use of embedded Built-in-Test (BIT)/ Built-in Test Equipment (BITE) diagnostic capabilities, and fully document and support embedded system software. Any on-board data buses and diagnostic connectors shall also be identified in detail. The analysis shall be delivered in accordance with CDRL A007.

C.6.3.4.2 Analog Diagnostic Testability Analysis.

The contractor shall perform a testability analysis of the motorized grader. The analysis shall include documentation showing complete analog fault isolation capabilities and troubleshooting methodology for the motorized grader. The contractor will refer to the list of proposed tests that are referenced in Appendix C of the DCA Test Guide (Report #CR-82-0588-003 Rev 1) enclosed as Attachment 008. The contractor can add or delete tests from Appendix C as necessary to best obtain motorized grader diagnostics. The contractor shall also provide the original equipment manufacturers recommended minimum and maximum parameters for all Diagnostic Connector Assembly (DCA) and Transducer Kit (TK) monitored components. The contractor shall specify level of difficulty and time required to physically access test points and type of TMDE equipment. The testability analysis shall be delivered in accordance with CDRL A007.

C.6.3.4.3 The contractor shall provide software required to interface, retrieve, and interpret the vehicle systems diagnostics data, as identified in paragraph 3.8.2.1 of the PD unless an on-board system is provided in accordance with 3.8.2.3 of the PD. Software shall not contain proprietary restrictions on run-time fees. The contractor shall provide updates to this software no less than once a year until contract completion.

C.6.3.4.4 For systems that provide a completely on-board embedded solution with no external automated devices necessary, the ability to interface with the vehicle databus to retrieve and interpret the vehicle systems diagnostic data must still be readily available. The contractor shall provide any necessary software for this action in accordance with C.6.3.4.3.

C.6.4 Provisioning.

C.6.4.1 Engineering Data for Provisioning (EDFP).

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Provisioning illustrations shall consist of illustrations such as company drawings or commercial parts book pages that clearly identify each new item and its part number. The Contractor shall furnish an illustration, either hard copy or electronic, that is legible and representative for each P source-coded part number being provisioned. Illustrations shall be annotated with the affected Provisioning Line Item Sequence Number (PLISN) and Provisioning Contract Control Number (PCCN) for the system. Illustrations are not required for items accompanied by a copy of provisioning screening which indicates this item has previously been assigned a valid national stock number. EDFP shall be submitted in accordance with CDRL A008.

C.6.4.2 Provisioning Parts List (PPL).

The contractor shall develop and deliver LMI provisioning data (PPL) for all parts, special tools, BII, and COEI, identified on the motorized grader. Each incremental submission shall have at least 800 lines, but no more than 1500 lines, unless approved in advance by the government. Each incremental submission shall include at least one major assembly. Prime part numbers and Commercial and Government Entity (CAGE) Codes will reflect the original equipment manufacturers information unless that part is modified, changing form, fit, and function. PPL shall be prepared and submitted in accordance with Provisioning Requirements Worksheet Attachment 009 and CDRL A009.

C.6.4.3 Provisioning Master Record (PMR).

The contractor shall submit LMI provisioning data (PPL) either on-line or electronically. The Government will discuss each method at the Provisioning Guidance Conference as part of the start of work meeting (C.3.2.1). All submissions of the LMI PPL data must be compatible with TACOM Commodity Command Standard System (CCSS)/Provisioning on Line System in accordance with Automated Data Systems Manual (ADSM) ADSM 18-LEA-JBE-ZZZ-UM-06 and must pass all CCSS edits. The contractor shall correct all rejects within 5 working days.

C.6.4.4 Provisioning Screening.

The contractor shall conduct provisioning screening on each item on the PPL for standardization or NSN identification of all P source-coded items. This screening will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. The contractor shall screen common hardware items (nuts, bolts, screws, washers, lock washers, rivets, etc.) by technical characteristics. The screening results must be available to review at each provisioning conference. The contractor shall conduct provisioning screening using FLIS, WEBFLIS, or by batch submittal part numbers to DLIS.

C.6.4.5 Provisioning Conferences.

The Contractor will host a provisioning conference (unless otherwise directed by the Government) not to exceed five working days for each incremental review. Provisioning data presented for review will include complete assemblies. The PPL data to be reviewed shall be provided in advance to each conference attendee per CDRL A009.

C.6.5 Technical Publications.

The contractor shall prepare and deliver a set of Lubrication Orders (LO), Department of the Army Technical Manual (DATM) Operators and Maintenance Manuals IAW MIL-STD-40051-2 and MIL-PRF-63004D(TM) for the motorized grader in accordance with Attachment 010, General Publication Requirements, Attachment 011, Repair Parts and Special Tools List (RPSTL) Requirements, and Attachments 012-015 Technical Manual Requirements Matrix, Tables A-II through A-VI, and as specified in the related DD Forms 1423.

C.6.5.1 DA Manuals, DA RPSTLs and ETMs.

The contractor shall tailor the DA manuals to reflect and support only the approved motorized grader configuration being procured, including special purpose kits. The contractor shall prepare and deliver a separate DA RPSTL for each configuration in accordance with Attachment 011 Repair Parts and Special Tools List Requirements and Attachment 015, TM Requirements Matrix. The RPSTLs will be developed and delivered in two stages. The first will be an off-line RPSTL in the same format as the DA RPSTLs pulled from the contractors data base and incorporated with the prepared RPSTL illustrations. The second will be a revision of this RPSTL. These revised CCSS RPSTLs text shall be downloaded from the Army Provisioning Master Record (PMR) from provisioning data that the contractor provides and loads; the contractor prepared illustrations (Figures) shall be incorporated into the download. In addition, the contractor shall prepare and deliver ETMs and related editable text and art files for each set of manuals. The DA manuals shall be:

a. Motorized Grader:

TM 5-3805-XXX-10	Operator's Manual	CDRL A010	
TM 5-3805-XXX-23	Field Maintenance Manual		(Includes Unit and Direct
			Support Maintenance)
			CDRL A011
LO 5-3805-XXX-12	Lubrication Order	CDRL A012	



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b. The separate RPSTL shall be identified and delivered as follows:

TM 5-3805-XXX-23P    Field Repair Parts and Special	Tools List (includes Unit and
	Direct Support Parts)      CDRL A013

The Maintenance (-23) and RPSTL (-23P) manuals identified above shall be divided into volumes if the page count for that manual exceeds 1500 pages (750 sheets.)

C.6.5.2 Warranty Information.

Warranty information and requirements shall be included in the appropriate manuals.

C.6.5.3 Validation.

The contractor shall perform a 100% hands-on validation of all tasks developed for the Operators (TM-10), LOs and Maintenance (TM-23) manuals to ensure accuracy and completeness. The contractor shall ensure that the manuals accurately reflect and support only the motorized grader configurations procured by the government, including any and all changes to the configurations resulting from testing, vendor parts supply and production line changes. The contractor shall perform a 100% validation of the RPSTL. The contractor shall also perform a 100% review and validation of the ETMs to ensure that they meet contract requirements. The contractors review of the ETMs shall be hands-on active testing to ensure that the draft ETMs are fully operational so that the government can evaluate their operation, navigation, and structure. The contractor shall inform the government of the planned validation schedule(s), start date, time, and location of validation(s) at least 30 days prior to the start. This will allow the government time to attend and observe the contractor's processes.

C.6.5.3.1 Validation Plan.

Contractor shall develop and utilize a validation plan for validating the TM procedures. The validation plan shall specify all TM procedures that are to be validated, and when and where the validation will occur. The validation plan shall be made available to the government for review upon request. If the Government determines that the Contractors validation plan will not ensure technical accuracy and adequacy of all TM deliverables, the Contractor will be required to change the plan until it can ensure your validation efforts result in an acceptable level of quality assurance.

C.6.5.4 Verification.

The government reserves the right to witness the contractor's validation(s). The contractor shall maintain validation records, identifying method of validation, showing page mark-ups, corrections required and revalidation records for corrected, re-worked pages. The government intends to perform a separate verification at either TACOM or a contractors facility; the contractor shall support this separate verification. The contractor shall ensure that approved end item configuration (one each) is transported to the verification facility for the government verification. The end item shall be delivered prior to delivery of the draft TMs. The contractor shall provide the necessary support personnel, all parts, expendable materials (oils, coolant, rags, and grease), and special tools/equipment to support a verification. Support personnel shall provide answers to government questions regarding the verification vehicle and draft TMs. The contractor support personnel shall provide corrected reworked pages on an immediate but not later than a twenty four hour turn-around basis.

C.6.5.5 Electronic Technical Manuals (ETMs).

The contractor shall prepare and deliver ETMs and associated editable, intelligent, linkable electronic files for each set of manuals, LOs, TM-10, TM-23 and TM-23P, in accordance with Exhibit General Publication Requirements, Exhibit Repair Parts and Special Tools List Requirements, applicable Requirements Matrixes and applicable CDRLs.

C.6.5.6. The contractor shall correct all errors found in the manuals, related RPSTLs and ETMs, and electronic data files resulting from the contractors reviews, validations, and government reviews, tests, and separate verification(s) at no additional cost to the government.

C.6.5.7. The contractor shall furnish copyright releases, or written certification stating a copyright release is not necessary for all copyrighted data used to develop the manuals to allow the Distribution Restriction Statement A: Approved for public release; distribution is unlimited" to be placed on the LOs, DA Operator, Maintenance and RPSTL TM covers and title block pages. The contractor shall ensure that the government has the unlimited right to use and distribute the ETMs and electronic data files delivered under this contract.

C.6.5.8 Supplemental Armor Set (also called Crew Protection Kit) Technical Bulletin.

The Contractor shall prepare, validate and deliver a separate Supplemental Armor Set Technical Bulletin (TB) to support the use, operation, maintenance, preparation for shipment or storage instructions, parts and installation and removal of the unique Supplemental

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Armor Set as applied to the vehicle system(s) identified in this contract. The TB shall be prepared and delivered in accordance with Attachment 010, General Publications Requirements and Attachment 016, TB Requirements Matrix and CDRL A014.

C.6.5.8.1 The Technical Bulletin shall be prepared in accordance with Exhibit General Publication Requirements and Exhibit Repair Parts and Special Tools List Requirements, MIL-STD 40051-2 and MIL-HDBK 1222C. The MIL-STD and MIL-HDBK are available at \\*HYPERLINK "http://www.logsa.army.mil" [www.logsa.army.mil](http://www.logsa.army.mil). The Supplemental Armor Set TB shall include Supplemental Armor Set installation and removal instructions, Operators instructions, Field Maintenance and related Repair Parts and Special Tools List (RPSTL) data. The Commodity Command Standard System (CCSS) based RPSTL data shall be included in the TB 5-xxxx-xxx-13&P as part of the Supporting Information Chapter/work package.

C.6.5.8.2 The Supplemental Armor Set TB shall include an Operator and a separate Field Maintenance Preventive Maintenance Checks and Services (PMCS) and a two level Maintenance Allocation Chart (MAC) supporting the Supplemental Armor Set. The Operator and Unit PMCS and the MAC and all related data shall be tailored and confined to the Supplemental Armor Set as applied to the vehicle(s) identified in this contract and resulting vehicle configuration changes. All other (non Supplemental Armor Set) operator and maintenance instructions and RPSTL data shall be supported by references to the non Supplemental Armor Set vehicle TM series. The contractor shall be responsible for all changes to the Supplemental Armor Set TB and as applied to the vehicle configuration resulting changes from testing and reviews; changes shall be at no additional cost to the government.

C.6.5.8.3 All Supplemental Armor Set instructions shall be in the form of fully illustrated, detailed start step to end step instructions. The Supplemental Armor Set installation instructions shall be written to maximize the efficiency of the installation process. The detailed removal instructions shall be in the same form as the installation instructions. Simply stating reverse the installation instructions or similar is not acceptable. The step by step installation and removal instructions shall be included in the back of the Supplemental Armor Set TB as part of the Supporting Information Chapter.

C.6.5.8.4 All instructions shall contain clear illustration of each step. Instructions shall include required modification dimensions or templates as needed to install the Supplemental Armor Set on the vehicle. Include appropriate Warnings, Cautions regarding welding, drilling or otherwise degrading the integrity of the ROPS/FOPS structure; recertification may be required. Hardware and armor items which could be installed backwards shall be clearly shown and described in the proper orientation. In particular, the proper handling, storage and cleaning of transparent and opaque armor shall be illustrated and described in detail to avoid damage. The use of digital photos and line art are acceptable; the use of color is not acceptable. Multiple views of the after Supplemental Armor Set installation vehicle configuration shall be illustrated in the TB.

C.6.5.8.5 The TB shall be subject to validation and verification in accordance with procedures in paragraphs C.6.5.3 and C.6.5.4 above.

C.6.5.8.6 The TB Distribution Restriction Statement for the front cover and Title Block Page shall be: DISTRIBUTION STATEMENT C: Distribution authorized to US government agencies and contractors associated with PEO CS&CSS TACOM Life Cycle Management Command (LCMC) locations or providing support to the TACOM LCMC and community partners IAW AR 530-1. For Official Use Only (FOUO) caveat is assigned so as not to place US personnel at risk, or compromise security procedures, or DOD information (Critical/Technology). This document is not releasable to the public or media. Destroy by shredding or tearing to make unreadable, when no longer needed. This document should not be sent over the INTERNET unencrypted, or posted to any public website.

C.6.5.8.6.1 The contractor shall destroy all paper copies and electronic files upon government acceptance of final publication deliverables.

**C.6.6 Training.**

**C.6.6.1 Development of Training Materials.**

The contractor shall develop two training classes, I&KPT (C.6.6.2.1) and NET (C.6.6.2.2). The I&KPT class shall consist of two courses, an operator course and a maintainer course. The NET class shall consist of two courses, an operator course and a maintainer course. The classes should be developed using the current skills, knowledge and abilities (SKA), of the target audience Military Occupational Specialties for the motorized grader that are 21E/21N (operator) and 62B/919A (maintainer).

**C.6.6.1.1 Training Course Control Outline.**

For each course, the contractor shall develop a separate Training Course Control Outline for motorized graders describing the course content (subject, topics, and task), training material, types and duration of instruction, and resources required to conduct training in an institutional setting. The Training Course Control Outlines shall contain an introduction, course description data, outline of instruction summary, curriculum outline of instruction, course summary and presentation schedule. A format consistent with MIL-STD 1379 may be used; this MIL-STD is referenced for guidance only. Deliver in accordance with CDRL A015.

**C.6.6.1.2 Training Materials.**

The contractor shall deliver an Instructor Guide and a Student Training Guide for the motorized grader. The training packages for the motorized graders shall contain the elements of the training course outline prepared, delivered and finalized. The government can

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provide sample training materials and outlines at the Start of Work (SOW) meeting.

C.6.6.1.2.1 Course Material Format/Media & Deliveries.

The contractor may submit materials developed and used for conducting Operator and Maintainer Training for Commercial Customers with Supplemental Data/Information added to meet the Armys Requirements. Training Materials may consist of contractor handbooks, in-house training material, pamphlets, training literature, utility manuals, software manuals, maintenance manuals, logic diagrams, schematics, flow block diagrams, equipment description and functional data, testing procedures, visual aids, and other documents suitable for use in development of training programs. Visual aids may consist of videos, slides, transparencies, wall charts, schematics, illustrations, pictures, drawings, and cutaways of components. No classified information is to be included in the training materials. The contractor shall deliver all course control documents and training materials in an editable commercial electronic format: (Microsoft Word for documents and PowerPoint for presentations). Materials submitted must not conflict with the content of the vehicle technical manuals. Training materials shall be developed and delivered in accordance with CDRL A016.

C.6.6.1.2.2 Automated Systems Approach to Training (ASAT) Course Material Format/Media and Deliveries.

The contractor shall provide training materials formatted in Automated Systems Approach to Training (ASAT) database. The contractor shall develop and deliver training materials using the ASAT software in support of course design and development in accordance with CDRL A016. Source materials may consist of those items listed in paragraph C.6.6.1.2.1.

C.6.6.2 Conduct of Training Programs.

C.6.6.2.1 Instructor and Key Personnel Training (I&KPT).

The contractor shall provide equipment, facilities, instructions, instructor(s), tools (special and common), any replacement parts damaged during training, and a technical training class covering separate Operation and Maintenance courses for the motorized grader. The training shall be structured to provide at least 70% hands-on exercise. Instructor and Key Personnel Training (I&KPT) class will have a maximum of 10 students. The operator course shall not exceed 16 hours and the maintainer course shall not exceed 24 hours. The training will be held at the contractors facility in accordance with the government approved ILS schedule.

C.6.6.2.2 New Equipment Training (NET).

The contractor shall conduct NET to support unit handoff. The contractor shall conduct classes at training locations specified by the Government under the terms of F.2. Training dates will be determined by the Government and provided to the contractor not later than 30 days prior to the beginning of the class. For NET classes in the field, the contractor will use the fielded vehicle. The contractor shall conduct training with the approved training materials developed under this contract. The contractor shall maximize use of any commercial training devices or simulators. For CONUS and OCONUS (non-contingency) training, each class shall be no more than 40 hours in length for the operators course and 40 hours for the field maintenance course. A maximum of 12 students will attend each course. For OCONUS (contingency) training, there is no limitation on which days during the week or which hours during the day training will be held. The duration of a training course will be no more than 8 hours per day. Each delivery order will specify the training dates, locations, and number of classes. The contractor shall provide a copy of the approved training materials and a Certificate of Training for each student.

C.6.6.2.2.1. NET Operator.

The course shall be designed for operators of the motorized graders, covering complete operation and safety of the vehicles, loading and unloading on transport, complete tie down for shipment, proper use of tools, equipment, and basic issue items (BII), and Operator Preventive Maintenance Checks and Services (PMCS) and operator trouble-shooting. Instruction shall consist of no more than approximately 30% classroom and no less than 70% hands-on. Training shall be consistent with procedures established in the appropriate vehicle technical manual.

C.6.6.2.2.2. NET Maintainer.

The course shall be designed for the maintainers of the motorized graders, and cover minimal operation characteristics, in-depth PMCS, troubleshooting, diagnosis and repair of system components to include contractor/system unique control systems, engine, fuel, transmission, axle, braking, electrical, hydraulic, pneumatic, and ancillary systems. Instruction shall consist of no more than approximately 30% classroom and no less than 70% hands-on. The course shall be directed toward new technologies and items not currently in the Army system and unique to the current 130G road grader. Training shall be consistent with procedures established in the appropriate vehicle technical manual.

C.6.6.2.3 Student Training Administration.

The contractor shall prepare and submit the following for each NET class conducted. The data shall be submitted in accordance with CDRL A017.

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a. On the first day of each training class the contractor shall FAX or email a list of students in attendance to the government.

b. Within ten days after completion of the class, the contractor shall submit a student roster to the government. The roster shall include the name of the class, start and end date, instructor(s) name and signature, location of the class, student name, military rank (if military), military occupational skill (MOS), home station address, last four number of the students social security, students Army Knowledge Online (AKO) email address, record of daily attendance for each student, and instructors notes.

c. At the end of the class, each student will complete a class critique. The government will provide a sample critique sheet and the contractor shall administer them. Within ten days after completion of the class, the contractor shall submit the completed critiques to the government.

d. The government will provide the training certificate master file for the contractor to administer. At the end of the class, the contractor shall present each student with a Certificate of Training. The contractor may also administer a corporate certificate if desired.

**C.6.6.3 Training for Test Personnel for FAT (See Section E).**

The contractor shall provide one day of training to support government FAT at Aberdeen Proving Ground. Training shall include proper operating procedures, equipment and instrument familiarization, safety precautions, operator and maintainer Preventive Maintenance Checks and Services (PMCS), maintenance tasks, and all necessary materials and equipment required to support testing of the motorized graders. A commercial operators manual, and if need be, training materials shall also be provided to supplement training.

**C.7 Transportability Report.**

The contractor shall submit a Transportability Report in accordance with CDRL A020 that includes data on recommended procedures for configuring, positioning, and securing the vehicles for transport by trailer, air, and rail car, slinging procedures for lifting the vehicles, and procedures, man-hours and all tools required for any disassembly and re-assembly when transported by highway, rail, marine and air.

**C.8 Safety Engineering And Health Hazards.**

**C.8.1 Safety Engineering Principles and Program.**

The contractor shall follow good safety engineering practices as established by the industry consensus standards and other pertinent regulations. The contractor shall maintain a system safety program in accordance with the Safety System Program Guide, Attachment 019. The contractor shall establish a system safety organization or function with lines of communication between system safety and other functional elements of the program to include overall management. The system safety organization should have the authority, or shall have the means, to acquire the authority for resolution of identified hazards.

**C.8.2 Safety Assessment Report (SAR).**

C.8.2.1 As a result of system safety analyses, health hazard evaluations such as the Health Hazard Assessment Report, and any independent testing, the contractor shall provide an updated safety and health hazard assessment. The safety and health hazard assessment shall identify all safety and health features of the hardware, system design and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and system users.

C.8.2.2 The contractor shall prepare an updated Safety Assessment Report in accordance with CDRL A021 and this paragraph. The contractor shall identify all new Safety and Health Hazards associated with the system and incorporate them into the SAR. In preparing the hazard list portion of the Safety Assessment Report, the contractor shall provide a description and effects of each potential or actual safety and health hazard of the vehicle as well as when the hazard may be expected under normal or unusual operating or maintenance conditions. Identify actions taken to mitigate the risk associated with the hazards and categorize these risks before and after mitigation in accordance with the System Safety Program Guide, Attachment 019. Risks must be identified by hazard severity, hazard probability and risk level. Mitigation actions include recommended engineering controls, equipment, and/or protective procedures to reduce the associated risk. Include in the SAR copies of the Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. The final updated SAR is subject to TACOM approval. Examples of hazards to be included in this report, but not limited to, are compliance issues with regulatory organizations, confined spaces, fire prevention issues, ergonomic hazards, sharp edges/moving parts, physical hazards (heat or cold stress, acoustical energy, etc.), chemical hazards (flammables, corrosives, carcinogens, etc.), toxic fumes (exhaust emission hazards), electrical issues, and noise.

C.8.2.3 The Contractor shall include the hazards resulting from the application of the Armor Solution in the SAR. Hazards that have

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severe consequences and cannot be eliminated by design changes shall be clearly identified. An assessment of vehicle stability and an estimation of operational limitations resulting from the addition of the Armor Solution shall be included in the report.

C.9 Hazardous Materials Management.

The Contractor shall not use hazardous materials in accordance with Section 3.5.4 of the PD.

The contractor shall prepare a Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1 per DI-MISC-81397, CDRL A022.

C.10 Field Service Representatives-Technical Assistance.

The contractor shall provide Field Service Representatives who will provide technical assistance (both CONUS and OCONUS), during contingency and non-contingency operations. The contractor shall provide the man-days of service specified in the delivery order. The effort will include tasks such as the following: investigation and diagnosis of problems or issues in the field related to vehicle performance, maintenance, and training. The Contracting Officer shall designate the times and locations of the service to be performed, but will not supervise or otherwise direct the specific activities. The Contracting Officer or authorized representative shall notify the contractor at least 10 days in advance of CONUS travel and 20 days in advance of OCONUS travel of the date representative(s) are required. Instructions and established itineraries will be provided as necessary.

C.10.1 Field Service Representative (FSR). The contractor shall provide FSRs who are thoroughly experienced and qualified to advise and make recommendations, and to orient and instruct key government personnel with respect to operation, maintenance, and repair of the motorized grader and their components.

C.10.2 FSR Personal Data. The contractor shall make available personal data related to the FSRs including documentary evidence such as birth certification and such evidence as is requested by the local government installation or area in which services are to be performed. The contractor shall request approval for each FSR and include a statement of qualification for each representative. Government approval shall be limited to granting or denying security clearance for the person named. The contractor shall contact local personnel and comply with local procedures. The local personnel will be identified in the delivery order.

C.10.3 Man-Days. The contractor shall price man-days of service for locations in both CONUS and OCONUS. The government reserves the right to change the number of days of services furnished to the extent necessary to conform to requirements and shall be obligated to pay for only actual services used. Each change in quantity shall be at the established man-day rate.

(1) The man-day rate does not include travel costs (airfare, local car rental, lodging, meals, and incidental expenses) of the FSR while performing the services. The travel costs will be negotiated prior to the issuance of the delivery order, on a firm-fixed-price basis, and not to exceed the Joint Travel Regulation.

(2) A man-day is 8 hours. The representative is to work no more than 8 hours per day, 40 hours per week, unless otherwise negotiated. A man-day of service includes any period during which the representative is delayed or prevented from performing any task, only if the delay or non-performance is solely the government's fault. Man-days of service include travel time for initial travel from contractor's facility to site of work, travel between sites of work, and return travel to contractor's facility. It shall also include any time that the FSR spends preparing required written reports at the work site which can be verified by the Government.

(3) Saturday/Sunday. When work is not performed on a Saturday/Sunday, and the representative is on site, a man-day shall be charged at the Saturday/Sunday man-day per diem rate only.

(4) Holidays. The government will pay for federal holidays in addition to the actual days worked at the man-day rate established. The government is not responsible for vacation, other holidays or sick leave pay.

(5) Emergency Leave. The government is not responsible for any emergency leave that the contractor may grant to the FSR while performing work under this contract. The government is only responsible for actual days worked by any qualified contractor representative, whether or not the assignment is completed by the same representative. The negotiated price for travel costs will include only one complete round-trip transportation and travel costs between sites of work per assignment.

C.10.4 Contract Field Service Report/Field Service Representative (FSR) Reports.

Each FSR shall prepare and deliver via e-mail a report in accordance with CDRL A023 following completion of each assignment covering their activities.

C.11 Warranty.

C.11.1 Requirement for Commercial Warranty.

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The contractor shall provide its standard commercial warranty with all applicable pass through warranties. The warranty will be incorporated in the contract.

C.11.2 Warranty Performance Report.

The contractor shall submit a report reflecting all of the warranty claims processed on each vehicle within the appropriate reporting period. In addition to the data required by the DID, the report shall include the number of operating hours on the vehicle at the time of fault. The report shall be submitted in accordance with CDRL A024.

C.12 CREW PROTECTION KIT (CPK) AND CPK TECHNICAL DATA PACKAGE

The Crew Protection Kit is also called the Supplemental Armor Set when provisioned by the Army. The contractor shall design a Crew Protection Kit, to be integrated with the Motorized Grader in accordance with paragraph 3.6.6, Supplemental Armor Set/Crew Protection Kit, in Purchase Description 2358 (Attachment 001). The design of the CPK shall include alterations to existing vehicle systems and components as necessary for safe operation and installation of the CPK.

C.12.1 The Contractor shall develop and deliver CPK armor kit Product Drawings/Models and Associated Lists IAW DI-SESS-81000C (CDRL A025), TDP Option Worksheets (Attachments 023 & 025), Tailoring Checklist (Attachment 024), Weld Requirements (Attachment 026), Metadata Attributes (Attachment 027), and MIL-DTL-31000, Technical Data Packages.

C.12.1.1 The Contractor shall design the CPK A Kit (armor kit Installation Provisions) and armor kit (Parts and Assembly) in native and neutral computer aided design (CAD) formats using Digital Product Definition Data Sets and Model Based Definition (MBD) Practices IAW ASME Y14.41, ASME Y 14.41 Reference Section 1.8, and ISO 10303 STEP AP 214 (part, assembly models and product structure).

C.12.1.2 The CPK A-Kit 3-D CAD assembly models shall be of sufficient detail to provide armor kit installation, space, weight, centers of rotation, angles of elevation and depression, and interface requirements. The CPK A-Kit installation assembly data sets shall contain overall and principle dimensions and clearances for CPK A-Kit installation and servicing. This includes operational clearances for opening of doors, removal of plug-in units i.e. armor protection, cable/pipe/routing penetrations, travel/rotation of any moving parts, interface mounting and mating details, identification and requirement of part/assembly items not in A-Kit but required to interconnect for armor kit installation, and references to associated armor kit assembly models and documentation.

C.12.1.3 The CPK armor kit MBD datasets shall contain a 3-D representation of a part and assembly that is fully parametric, contains associated 3-D geometry, 3-D dimensions, 3-D tolerances, 3-D annotations, with at least one stored functional dimensioning and tolerancing view, contains the associated part and notes and attributes lists, and product and manufacturing information (PMI), contains corresponding part and assembly material and process specifications, and associated documentation. The armor kit MBD datasets shall be sufficient to permit competitive procurement of the armor kit. Data shall be fully defined to permit a competent manufacturer to produce an interchangeable item which duplicates the physical and performance characteristics of the original design.

C.12.1.3.1 The CPK armor kit 3D CAD assembly models shall identify the part items, provide reference to installation special tools and materials, and specify installation test or calibration requirements.

C.12.1.4 ISO 10303 STEP AP 214 Export capability is required to package the product structure, content files and metadata for all (native and neutral) part and assembly solid model file formats.

C.12.1.5 The Contractor shall use ASME Y14.100, Y14.5, Y14.24, Y14.34, and Y14.35 as a composite set in data preparation and delivery of 2-D Product Drawings and Associated Lists sourced from 3-D CAD part and assembly models, as required.

C.12.1.6 The Contractor shall incorporate CPK part-assembly welds IAW US Army drawings 12479550 and 12472301, Ground Combat Vehicle Code Aluminum and Steel, provided as Government Furnished Information (Attachment 026). The drawing/model weld information shall indicate the ballistic, critical or non-critical nature of the weld.

C.12.1.7 The Contractor shall use Army Ordnance Part Numbers (AOPNs) and TACOM CAGE 19207 for all CPK data developed and delivered to the Government, per the TDP Option Worksheets (Attachments 023 and 025) for CDRL A025.

C.12.1.7.1 The Contractor shall not use his own parts or part numbers in the CPK unless specifically authorized by the Government. The Contractor shall not develop new drawings under this contract for vendor or commercial parts if equivalent or alternate parts exist as standard industry or military items (i.e., standard industry or military hardware, bulk material, etc.). The Contractor shall not use any existing vendor or commercial parts in the CPK if equivalent or alternate parts are defined by existing Government or non-Government standardization documents. These requirements shall reference the standardization document and specify the Part or Identifying Number (PIN) when defined in the document, or otherwise specify all information necessary to define the item or bulk material.

C.12.1.8 Each product drawing, model, associated list, or other technical data, created or revised at Government expense under this contract, shall cite the corresponding release authority (ERR number) in the revision history description, to include Product Baseline for any data being initially released to establish the product baseline. Alphabetical revisions are required; numerical revisions are not allowed. The revision history description shall also conform to subparagraphs (a), (b), or (c)(1) of 6.1.3 and 6.1.7 of ASME Y14.35.

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C.12.2 The contractor shall submit their armor design concept with their proposal package and identify the impacts of increased weights, etc. on vehicle performance. The Contractors 2D/3D drawing/model geometry and CAD data creation standards shall accompany the proposal.

C.12.3 Access to Classified Information: The contractor (or his armor subcontractor) is required to have access to classified information. The contractor (or his armor subcontractor) shall have established the appropriate facilities and management controls up to the secret level.

C.12.4 The government will host a pre and post ballistic test meeting at Aberdeen Proving Ground, if required.

C.12.5 Armor Kits.

The contractor shall provide a Motorized Grader with A-kit and either a B-kit or a C-kit as described below and in section 3.6.6 of the PD. No special tools are to be included in any of the kits.

C.12.5.1 A-Kit. The A kit shall consist of a non-removable portion of integral components, providing armor protection to those portions of the cab, which by basis of design would make it difficult or impossible for upgrading to full crew protection. The grader, with the A kit, shall meet all requirements stated in this Purchase Description (PD), without degradation

C.12.5.2 The Grader production configuration should include any mounting provisions that would be required for the installation of the armor kit.

C.12.5.3 B-Kit. The B kit shall consist of all other components that need to be installed on the grader to meet the crew protection level.

C.12.5.4 C-Kit. The C-kit consists of a complete interchangeable armored cab.

\*\*\* END OF NARRATIVE C0001 \*\*\*

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2005

[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> ]

- (a) Definitions. As used in this clause--
- "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
- Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
- DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html> .
- DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
- Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
- Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.
- Governments unit acquisition cost means
- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.
- Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.
- Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.
- Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.



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Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html) .

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
  - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
    - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
    - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:
 

Contract Line, Subline, or Exhibit Line Item Number:    TBD  
  
 Item Description: TBD
    - (iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment TBD.
  - (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
  - (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
    - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
      - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
      - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
      - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the

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solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm> ; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

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- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

D-2                      252.211-7006                      RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)                      MAY/2006

Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in

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any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are
  - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
  - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)
  - (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I   Packaged operational rations.
- (B) Class II   Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP   Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV   Construction and barrier materials.
- (E) Class VI   Personal demand items (non-military sales items).
- (F) Subclass of Class VIII   Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX   Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

- (ii) Are being shipped to any of the following locations:
  - (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
  - (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
  - (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.

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- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
- (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

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(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

D.1. Preservation and Packaging.

D.1.1 The Motorized Grader, including the BII, COEI and ISP, shall be processed to the level of protection specified in the Delivery Order, in accordance with the TM.

D.1.2 Software/technical data required to be delivered under this contract, all spare and repair parts, tools and supplies, and support parts being shipped to CONUS (continental United States) end users for immediate use, (not to be moved or stored in the military distribution system) under this contract shall be packaged in accordance with standard commercial practice ASTM-D3951 to deter theft and assure safe arrival at destination without damage to contents. All OCONUS (outside the continental United States) shipments shall be packaged IAW instructions developed in compliance with section C of this contract.

D.1.3 Heat Treatment of Wood Packaging Materials.

All Non-manufactured Wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. Boxes/pallets and any wood used as inner packaging made of Non-Manufactured Wood shall be heat-treated. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. All Non-manufactured wood products used for shipment to OCONUS locations MUST conform with the International Plant Protection Convention (IPPC) International Phytosanitary Measure-15 (ISPM-15).

D.2 Marking.

D.2.1 The Motorized Grader, processed in accordance with paragraph D.1.1 above, shall be marked in accordance with the approved TM Preparation for Shipment and Storage Instructions and MIL-STD-129.

D.2.2 Software/technical data shall be marked with the name and address of the consignor, consignee and contract number.

D.2.3 Marking of Wood Packaging Materials.

Each box/pallet shall be marked to show the conformance to the International Phytosanitary Measure-15 (ISPM-15). The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet.

\*\*\* END OF NARRATIVE D0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4333 (TACOM)	INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL)	APR/2006

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with the Purchase Description.

(2) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

[End of Clause]

E-5	52.209-4012 (TACOM)	NOTICE REGARDING FIRST ARTICLE	APR/2000
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(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-6	52.211-4029 (TACOM)	INTERCHANGEABILITY OF COMPONENTS	MAY/1994
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(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

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E-752.246-4028INSPECTION AND ACCEPTANCE POINTS: ORIGINNOV/2005

(TACOM)

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT:

(Name)(CAGE)

(Address)(City)(State)(Zip)

ACCEPTANCE POINT:

(Name)(CAGE)

(Address)(City)(State)(Zip)

[End of Clause]

- E.1RESERVED
- E.2RESERVED
- E.3Contractor Testing

The Contractor shall conduct tests and inspections in accordance with section 4, table 1 of the Purchase Description (PD). The Contractor shall submit a Contractor Test Report that shall include actual test data, record of inspections, certifications, and any other information necessary to prove that the contractor's portion of the requirements established in section 4, table 1 of the PD have been met.

\*\*\* END OF NARRATIVE E0001 \*\*\*

E.4 52.206-4 FIRST ARTICLE TESTING [ALTERNATIVE I (JAN 1997) AND ALTERNATIVE II (SEP 1989)]

(a) The Contractor shall deliver the FAT vehicles within 180 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government. two units (CLIN 0001) shall be delivered for testing to the following address:

Aberdeen Proving Ground

Transportation Office

Bldg. 507

Aberdeen Proving Ground, MD 21005-5059

The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within 330 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.



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(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

(k) The Government FAT report may be classified, requiring it to be handled in accordance with the Security Classification Guide.

[End of Clause]

\*\*\* END OF NARRATIVE E0002 \*\*\*

E.5 Logistics Vehicle.

The contractor shall provide one vehicle to their logistics subcontractors facility for ILS. This vehicle shall be used to verify supportability in a time-phased process using elements of technical manual verification (see C.6.5) and other associated logistics events (see C.6). The supportability elements that will be verified during this process are as follows:

- 1) Logistics Management Information (LMI)
- 2) Maintenance Concept
- 3) Manpower, Personnel & Training
- 4) Safety, Human Factors, Health Hazards & Survivability
- 5) Safety of operation and maintenance procedures
- 6) Compatibility of TMDE
- 7) Technical Manuals
- 8) Repair Parts and Special Tools List
- 9) Military Modifications

Upon completion of this process, the vehicle shall be refurbished and shipped as part of the production quantity in accordance with E.4.

E.6 Contractor Support Of Government Testing

The contractor shall make available, a System Support Package (SSP) for use during the FAT. The SSP shall support the vehicles and shall include:

- 1. Commercial operator manuals that will be verified IAW E.5 above.

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**Name of Offeror or Contractor:**

2. Spare and repair parts, and service items needed to perform periodic services for the duration of the test, and supplies for maintenance and operation.
3. Qualified technical personnel to support government testing on an "as needed" basis to provide advice, troubleshooting, maintenance assistance, and repair of the vehicle when requested by the government. The contractor must be at the test site within 24 hours of notification by the government and without any additional cost to the government.
4. Training of test personnel in accordance with C.6.6.3.
5. The contractor shall replace any part which fails to perform its function during the test, and correct any deficiency detected. All costs for parts and labor are the contractors responsibility. The contractor shall provide parts and/or deficiency corrections within 24 hours of notification. If the contractor does not provide parts or deficiency correction within 24 hours, the Contracting Officer has the right to stop the test until the contractor completes the corrective action. The Contracting Officer also has the right to extend the approval or disapproval of the test and vehicle delivery schedule by a period equal to the delay caused by the contractor's failure to provide parts or corrections, at no additional cost to the government. If a test failure requires rescheduling the test, the contractor is responsible for any cost incurred for the re-testing and the government reserves the right to extend the time for approval of the first article test.

E.7 Corrective Action Responses (CARs) For Test Incident Reports (TIRs) Generated From Government Testing.

During the course of our testing, the government will generate TIRs and enter them into the VISION data base. The contractor will be given read and write access to the VISION data base. The government will send them to the contractor electronically. The contractor shall respond electronically within three days of receipt, either by entering their corrective action in VISION, or by email to the responsible point of contact. The contractor's response shall include its analysis of the incident and corrective action taken or proposed to prevent any recurrence of the incident. TIRs are classified by the test agency as critical, major, minor, and information. The contractor shall respond to all critical, major, and minor incidents. The contractor shall respond to informational incidents only upon government request. The government will provide all necessary electronic addresses. The contractor shall deliver all CARs IAW CDRL A026.

E.8 FAT Vehicle Refurbishment

After successful FAT completion, the contractor shall transport the FAT vehicles from the test site and the logistics subcontractors facility to its plant, at the contractor's expense. The contractor shall thoroughly inspect the vehicles and make whatever repairs are necessary to return the vehicles to like new condition. The refurbishment effort will not include any configuration changes required as a result of testing. These changes are the contractor's responsibility pursuant to the Contractor Testing and Government First Article Testing provisions in paragraphs E.3-E.5.

\*\*\* END OF NARRATIVE E0003 \*\*\*

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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

    ZERO     percent increase; and  
    ZERO     percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-7	52.247-4009 (TACOM)	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY	AUG/2003
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This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

(1) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.

(2) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.

(3) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.

(4) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:

(i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority

(ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.

(5) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

[End of Clause]

F-8	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	MAY/2004
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Rail/ Motor <u>SPLC*</u>	MILSTRIP Address <u>Code</u>	Rail <u>Ship To:</u>	Motor <u>Ship To:</u>	Parcel Post <u>Mail To:</u>
206721/ 209405	W25GLU	Transportation Officer Defense Dist Depot Susquehanna	Transportation Officer Defense Dist Depot Susquehanna	Transportation Officer Defense Dist Depot Susquehanna

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**Name of Offeror or Contractor:**

New Cumberland, PA      New Cumberland, PA      New Cumberland, PA      17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

F.1 52.247-4457 LONG TERM CONTRACTS - FOB DESTINATION (HARDWARE)

For the purpose of offerors compiling FOB Destination offers, the final destination for the hardware supplies will be one or more of the following destinations; in the following estimated percentages, if listed:

Ft. Knox, KY	1.41%
Ft. Benning, GA	2.12%
Ft. Hood, TX	0.88%
Ft. Leonard Wood, MO	19.08%
Grafenwohr Germany	1.77%
Schofield, HI	1.94%
Ft. Stewart, GA	1.41%

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Name of Offeror or Contractor:		
Ft. Lewis, WA	1.77%	
Ft. Richardson, AK	1.77%	
Ft. Polk, LA	0.88%	
Ft. Rucker, AL	0.71%	
Ft. Sill, OK	0.71%	
Culbertson, MT	0.35%	
Spanish Fork, UT	0.71%	
Okmulgee, OK	0.71%	
Saluda, SC	0.71%	
Sea Girt, NJ	0.71%	
Vernon, AL	0.71%	
Horsehead, NY	1.41%	
Dothan, AL	0.71%	
Jackson, KY	0.71%	
Springfield, MO	1.24%	
Platteville, WI	0.71%	
Coffeyville, KS	0.71%	
Burlington, VT	0.71%	
Johnstown, PA	0.71%	
Phoenix, AZ	0.88%	
Lewiston, ME	0.71%	
Snohomish, WA	0.71%	
Bastrop, TX	0.71%	
Bourne, MA	0.71%	
Colorado Springs, CO	0.71%	
Chico, CA	0.71%	
Sparta, IL	0.71%	
Edgeley, ND	0.71%	
Dickinson, ND	0.71%	
Summersville, WV	0.71%	
Stephenville, TX	0.88%	
Burlington, IA	0.71%	
New Orleans, LA	1.59%	
Spearfish, SD	0.71%	
Cambridge, MN	0.71%	
Jackson, MS	1.77%	
E. Greenwich, RI	0.77%	
Sevierville, TN	0.71%	
Live Oak, FL	0.71%	
N. Wilkesboro, NC	0.71%	
Ft. Gordon, GA	0.88%	
Roswell, NM	0.71%	
Baton Rouge, LA	0.71%	
Camp Beauregard, LA	0.71%	
Vega Baja, PR	0.71%	
Little Rock, AR	0.71%	
Portsmouth, OH	0.71%	
Ravenna, OH	0.88%	
Camp Atterbury, IN	0.71%	
Montague, MI	0.71%	
San Antonio, TX	0.88%	
Ft. Carson, CO	0.71%	
Duluth, MN	0.71%	
Kankakee, IL	0.71%	
Reading, PA	0.71%	
Attleboro, MA	0.71%	
New Kensington, PA	0.71%	
Iowa City, IA	0.71%	
Bullville, NY	0.71%	
Puerto Nunte, PR	1.41%	
Spokane, WA	0.88%	
Decatur, AL	0.71%	
Johnson City, TN	0.71%	
Dallas, TX	0.71%	
Ft. Lauderdale, FL	0.71%	

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**Name of Offeror or Contractor:**

Pennyman, NY	0.88%
Parkersburg, WV	0.71%
Vallejo, CA	0.71%
Sharonville, OH	0.71%
Milwaukee, WI	0.71%
Ft. Bragg, NC	1.06%
Ft. Drum, NY	0.35%
Ft. Campbell, KY	0.35%
Post Falls, ID	0.35%
Laramie, WY	0.35%
Buffalo, NY	0.35%
Presque Isle, ME	0.35%
Albany, OR	0.35%
Decatur, TX	0.35%
La Plata, MD	0.35%
Norwich, CT	0.35%
La Porte, IN	0.35%
Darlington, SC	0.35%
Northfield, NJ	0.35%
Asheville, NC	0.35%
Spartanburg, SC	0.71%
York, SC	0.35%
Double Springs, AL	0.18%
Methuene, MA	0.18%
Anacortes, WA	0.18%
Erin, TN	0.18%
Mooreville, NC	0.18%
Seaside, CA	0.18%
Starke, FL	0.18%
Carrington, ND	0.18%
El Campo, TX	0.18%
Edgefield, SC	0.18%
Ft. Missoula, MT	0.18%
Butler, PA	0.18%
Bismarck, ND	0.18%
Sulligent, AL	0.18%
Ashland, WI	0.18%
Blackston, VA	0.18%
Binghamton, NY	0.18%
Elkin, NC	0.18%
Camp Roberts, CA	0.18%
Charleston, SC	3.71%
Lawrenceville, IL	0.35%
Norwalk, OH	0.35%

The Government may only direct the Contractor to ship the Graders to the listed locations. If the Government wishes to ship the Graders to a location not listed in this clause, the Government and the Contractor will negotiate a mutually agreeable price for this shipment. In the event that a mutually agreeable price cannot be negotiated within a reasonable period of time, the contracting officer may unilaterally determine the adjustment, subject to the disputes clause of the contract.

[End of Clause]

\*\*\* END OF NARRATIVE F0001 \*\*\*

**F.2 52.247.4457 LONG TERM CONTRACTS - FOB DESTINATION (NET)**

For the purpose of offerors compiling FOB Destination offers, the final destination for the NET training will be one or more of the following destinations; in the following estimated percentages, if listed:

Ft. Knox, KY	1.27%
Ft. Benning, GA	1.91%
Ft. Hood, TX	1.27%
Ft. Leonard Wood, MO	5.10%

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Name of Offeror or Contractor:			
Grafenwohr Germany	1.27%		
Schofield, HI	2.55%		
Ft. Stewart, GA	1.27%		
Ft. Lewis, WA	1.91%		
Ft. Richardson, AK	1.91%		
Ft. Polk, LA	1.27%		
Ft. Rucker, AL	0.64%		
Ft. Sill, OK	0.64%		
Culbertson, MT	0.64%		
Spanish Fork, UT	0.64%		
Okmulgee, OK	0.64%		
Saluda, SC	0.64%		
Sea Girt, NJ	0.64%		
Vernon, AL	0.64%		
Horsehead, NY	1.27%		
Dothan, AL	0.64%		
Jackson, KY	0.64%		
Springfield, MO	1.91%		
Platteville, WI	0.64%		
Coffeyville, KS	0.64%		
Burlington, VT	0.64%		
Johnstown, PA	0.64%		
Phoenix, AZ	1.27%		
Lewiston, ME	0.64%		
Snohomish, WA	0.64%		
Bastrop, TX	0.64%		
Bourne, MA	0.64%		
Colorado Springs, CO	0.64%		
Chico, CA	0.64%		
Sparta, IL	0.64%		
Edgeley, ND	0.64%		
Dickinson, ND	0.64%		
Summersville, WV	0.64%		
Stephenville, TX	1.27%		
Burlington, IA	0.64%		
New Orleans, LA	1.91%		
Spearfish, SD	0.64%		
Cambridge, MN	0.64%		
Jackson, MS	2.55%		
E. Greenwich, RI	0.64%		
Sevierville, TN	0.64%		
Live Oak, FL	0.64%		
N. Wilkesboro, NC	0.64%		
Ft. Gordon, GA	1.27%		
Roswell, NM	0.64%		
Baton Rouge, LA	0.64%		
Camp Beauregard, LA	0.64%		
Vega Baja, PR	0.64%		
Little Rock, AR	0.64%		
Portsmouth, OH	0.64%		
Ravenna, OH	1.27%		
Camp Atterbury, IN	0.64%		
Montague, MI	0.64%		
San Antonio, TX	1.27%		
Ft. Carson, CO	0.64%		
Duluth, MN	0.64%		
Kankakee, IL	0.64%		
Reading, PA	0.64%		
Attleboro, MA	0.64%		
New Kensington, PA	0.64%		
Iowa City, IA	0.64%		
Bullville, NY	0.64%		
Puerto Nunte, PR	1.27%		
Spokane, WA	1.27%		
Decatur, AL	0.64%		

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Johnson City, TN	0.64%
Dallas, TX	0.64%
Ft. Lauderdale, FL	0.64%
Pennyan, NY	1.27%
Parkersburg, WV	0.64%
Vallejo, CA	0.64%
Sharonville, OH	0.64%
Milwaukee, WI	0.64%
Ft. Bragg, NC	1.91%
Ft. Drum, NY	0.64%
Ft. Campbell, KY	0.64%
Post Falls, ID	0.64%
Laramie, WY	0.64%
Buffalo, NY	0.64%
Presque Isle, ME	0.64%
Albany, OR	0.64%
Decatur, TX	0.64%
La Plata, MD	0.64%
Norwich, CT	0.64%
La Porte, IN	0.64%
Darlington, SC	0.64%
Northfield, NJ	0.64%
Asheville, NC	0.64%
Spartanburg,SC	1.27%
York, SC	0.64%
Double Springs, AL	0.64%
Methuene, MA	0.64%
Anacortes, WA	0.64%
Erin, TN	0.64%
Moorestville, NC	0.64%
Seaside, CA	0.64%
Starke, FL	0.64%
Carrington, ND	0.64%
El Campo, TX	0.64%
Edgefield, SC	0.64%
Ft. Missoula, MT	0.64%
Butler, PA	0.64%
Bismarck, ND	0.64%
Sulligent, AL	0.64%
Ashland, WI	0.64%
Blackston, VA	0.64%
Binghamton, NY	0.64%
Elkin, NC	0.64%
Camp Roberts, CA	0.64%
Charleston, SC	1.91%
Lawrenceville, IL	0.64%
Norwalk, OH	0.63%

The Government may only direct the Contractor to ship the Graders to the listed locations. If the Government wishes to ship the Graders to a location not listed in this clause, the Government and the Contractor will negotiate a mutually agreeable price for this shipment. In the event that a mutually agreeable price cannot be negotiated within a reasonable period of time, the contracting officer may unilaterally determine the adjustment, subject to the disputes clause of the contract.

[End of Clause]

\*\*\* END OF NARRATIVE F0002 \*\*\*

F.3 Required Delivery Schedule.

- a. The contractor shall present three Government First Article Test Vehicles with armor kits in accordance with Section B.
- b. Delivery Schedule for Production Vehicles:



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-07-R-0348      MOD/AMD</p>	<p style="text-align: right;"><b>Page 81 of 134</b></p>
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**Name of Offeror or Contractor:**

1. For all delivery orders issued prior to government approval of First Article Test (FAT), the Contractor shall deliver 180 days after FAT approval.
2. For any delivery order which is issued after the government approval of FAT, deliveries shall start 180 days after the date the delivery order is issued if the contractor has completed deliveries on all previous delivery orders. If the contractor has not completed deliveries on all previous delivery orders, delivery shall begin at the end of the last order.
3. Acceleration of delivery orders is NOT acceptable without written approval from the Contracting Officer.

**F. 4 STORAGE OF VEHICLES.**

- The contractor shall provide a price per vehicle, per day, for storage or shipment in place of the vehicles.
- (a) The government may require the contractor to store and maintain vehicles that the government has shipped in place. "Shipped in place" means the vehicles remain at the contractor's facility waiting for Government authorization to transport to the assigned destination. The government has already inspected and conditionally accepted the vehicles. This storage requirement applies for 180 days after acceptance of the first production vehicles.
- (b) The contractor shall receive a one-time payment for each vehicle that is placed in storage. This payment includes a fixed amount for taking the vehicle to the storage location, placing it in storage and includes any re-inspection that may be required during storage. It also includes a monthly storage fee. The government will pro-rate the monthly storage fee for the vehicles stored for any period less than a full month on a daily basis.
- (c) The contractor shall maintain the vehicles in accordance with its standard commercial procedures to preclude deterioration of the vehicles and all of their components. The contractor shall submit the procedures for storage to the PCO no later than 180 DAC and maintain a log for all vehicles placed in storage. The log shall include: the vehicle serial number, the date it was placed in storage, the dates maintenance and exercise are performed, deficiencies detected during the post-storage examination, and the date vehicle is removed from storage. The contractor shall make the log available to the government upon request.
- (d) The Government may re-examine the stored vehicles prior to shipment in accordance with paragraph 4.1.3 of the PD and the contractor shall perform the run-in tests in accordance with paragraph 4.3.1 of the PD. The Government may perform a visual examination of the vehicles for deterioration, damaged parts, and evidence of mechanical problems. The contractor shall correct all deficiencies detected during the re-examination at its' own expense. The provision of the contract entitled "Government Property - Fixed Price" shall apply to this and all government property while in possession of the contractor.
- (e) The contractor shall remove the vehicles from storage and ship them in the same chronological order that they were placed in storage (i.e., first in, first out). Vehicles shall be prepared for shipment at the level of preservation stipulated in the delivery order and developed in compliance with section C and Attachment 010.
- (f) If the contractor must store vehicles because of its failure to provide timely and accurate logistic data and LMI requirements, or for any other reason that is not the government's fault, the contractor shall store the vehicles at no cost to the government. See H.11 entitled "Contractor Responsibility for Timely Delivery of Data."

**F.5 Definition of DAC.**

For all data and hardware deliverables, "Days after Contract Award (DAC)" applies to the date specific delivery orders are awarded, not the date the basic contract is awarded. For example, if we issue a delivery order for a motorized grader six months after the basic contract is awarded; the FAT vehicles and the associated data are due according to the timeframes established in the contract, starting at the date of the delivery order.

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**Name of Offeror or Contractor:**

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-4	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0348 <b>MOD/AMD</b>	<b>Page 83 of 134</b>
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
H-6	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-7	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-8	252.225-7021	TRADE AGREEMENTS	FEB/2006
H-9	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
H-10	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-11	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-15	52.225-4040 (TACOM)	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS	JUN/2005

(a) In order to maintain accountability of all deployed personnel in the Theater of Operations (see DFARS clause 252.225-7040 for definition), the Contractor shall follow instructions issued by the Army Materiel Commands Logistics Support Element (AMC LSE) or other Contracting Officers designated representative to provide, and keep current, requested data on Contractor Personnel for entry into military personnel database systems.

(b) The Contractor shall coordinate with the AMC LSE or other Contracting Officers designated representative for logistics support, as follows:

- (1) Upon initial entry into the Theatre of Operations;
- (2) Upon initiation of contract performance;
- (3) Upon relocation of contract performance within the Theatre of Operations; and
- (4) Upon exiting the Theatre of Operations.

[End of Clause]

H-16	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
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(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is

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requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H.1 RESERVED

H.2 RESERVED

H.3 Ordering Year

For purpose of defining ordering year the first ordering year begins with the date of award of this contract. The remaining ordering years commence on the anniversary date of the initial contract award.

H.4 Parts Support.

The contractor agrees to enter into a separate parts support contract with the Defense Supply Center Columbus (DSCC) of the Defense Logistics Agency (DLA) for the expected life of the vehicle (at least 15 years). The initial contract will be for one to five years for a ready means of acquisition of replacement parts and/or components in support of the Motorized graders. It will include option periods for up to a 15-year Indefinite Quantity Contract (IQC), with prices negotiated annually. (Note: DLA may elect to award options of different lengths but the total length of support will be for 15 years.) Delivery Orders issued against the support contract for parts shipments will have inspection/acceptance/FOB point Destination with Fast Pay Payment procedures applying to each parts order less than \$100,000.00. The contractor must be able to process both manual and electronic orders for DLA stock purchases and manual orders for TACOM and Foreign Military Sales (FMS) requirements. The information at Attachment 5 is included for guidance.

H.5 RESERVED

H.6 Option for Five Additional Years of Performance

The Government may extend the contract beyond the five year period for an additional five year period by written notice to the Contractor within 365 days of the expiration date of the contract. The total duration of this contract, including this option period, shall not exceed ten years.

H.7 Economic Price Adjustment, Motorized Graders

1. The Contractor warrants that the Motorized graders provided under this contract are, except for modifications required by the contract specifications, supplies for which it has an established price. The term established price means a price that

- a. Is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and
- b. Is the net price after applying any standard trade discounts offered by the Contractor, and
- c. Is one for which a current published catalog price or current published price list is maintained by the Contractor, and is available for viewing, or provided to the Contractors dealers.

2. Items Covered by This Clause: The items covered by this clause are the hardware CLINs for the motorized graders, in ordering years 6 through 10. (CLINs 0600, 0700, 0800, 0900 and 1000)

- a. The prices for all items in this contract are based on time of order, not time of delivery or performance.
- b. The prices for the motorized graders are Firm-Fixed-Priced (FFP) for the first five ordering years. Furthermore, for these first five ordering years, the prices cannot be changed due to a motorized grader model change.
- c. The prices for ordering years six through ten for the motorized graders are fixed priced, subject to economic price adjustment (EPA). Prices for these CLINs shall remain in effect throughout ordering years six through ten, regardless of whether the Government actually issues orders in any particular ordering period.

3. If at any time during ordering years 6 through 10, the contractors established price for motorized graders (as defined in 1 above) is, or changes to, an amount above or below the then-current ordering year established price that is included in the respective CLIN price, the contractor shall promptly notify the Government and propose an adjustment in the price of motorized graders for that ordering period, in accordance with the provisions of this clause. The contractor shall so notify the Government as soon during the particular ordering period as the contractor is aware of such an increase, decrease or difference in the established price of its offered

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commercial item.

a. The respective price for modifications beyond standard commercial practice (shown on Attachment 002) shall be adjusted by the same percentage that the respective commercial item price is adjusted. The amount included in the price for end-item transportation (shown on Attachment 002) shall not be subject to economic price adjustment.

b. For all motorized grader CLINs in ordering years 6 through 10 that are subject to economic price adjustment, the contractor warrants that the economic price adjustments the contractor proposes, and the price adjustments the contractor subsequently agrees on, shall result in prices that are as low as those the Contractor charges its most favored customers (exclusive of any part of the price that reflects modifications resulting from compliance with contract specifications that are beyond standard commercial practice). In addition, the Contractor warrants that it shall provide the Government a discount of at least \_\_\_\_ % (Offeror insert same discount rate included in offered prices.) applied to the Contractors catalog or list price.

c. The adjusted CLIN prices for ordering years six through ten shall not exceed the price ceilings that are in Attachment 002. The ceiling prices are 10% above each ordering years fixed price that is subject to economic price adjustment. There shall be no downward limit to the price adjustments that are made under this clause.

d. The Contractors proposal for Economic Price Adjustment shall contain the information below:

(1) Proposed adjusted prices for the ordering period, for the CLINs subject to this clause. The contractor shall also show the quantitative calculations for how these proposed prices were derived, and narrative rationale supporting the reasonableness of the prices.

(2) For the motorized graders, a copy of the most-current published catalog or price list that is available for viewing, or provided to the Contractors dealers. This copy must also show the effective date(s) for the prices in the catalog or list.

(3) A copy of the commercial literature specification sheet for the item(s) if different from the previous submittal, or if not previously provided by the Contractor.

(4) Discounts, schedule, and marketing data regarding the contractors commercial pricing practice relating to the reissued or modified catalog/price list, or a certification that no change has occurred in that data since the completion of the initial or most recent submission, whichever is applicable.

e. In evaluating the Contractors proposed Economic Price Adjustments, the Government reserves the right to make a site visit to the contractors location; to view commercial sales invoices for these motorized grader types, for the previous twelve months. The Contractor agrees to allow the Government to view such invoices. This would allow the Government to verify actual selling prices (and discounts granted) to the contractors most-favored customers.

f. The contractor may submit a maximum of two proposals for separate economic price increases, within any ordering period. Any price increase or decrease shall be applied to delivery orders issued after the modification implementing the adjustment. No contract modification for Economic Price Adjustment shall be executed under this paragraph "3" until the Contracting Officer receives and reviews the Contractors proposal data as itemized in paragraph "d" above.

4. In response to a submittal under paragraph "3d" above, the Government reserves the right to exercise one of the following alternatives:

- a. Accept the contractors price adjustments as requested when all conditions above are met.
- b. Negotiate a mutually agreeable price adjustment, when the contractors requested price is not favorable to the Government.
- c. In the event that the Government does not accept the contractors proposed price adjustment, and the parties are unable to agree to such an adjustment, the contracting officer may unilaterally determine the adjustment, subject to the disputes article of the contract.

5. Example of Economic Price Adjustment(s) for Ordering Year 6:

a. Contractor proposes a 6% price increase for economic price adjustment (EPA).

	Year 6 Original Fixed Price subject to EPA	Ceiling	Contractor Proposed Adjusted Price	Agreed-Upon Adjusted Price
Offered Commercial Item	\$950		\$1,007	\$1,007
Mods Beyond Std	\$100		*\$106	\$106

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Commercial  
Practice

Transportation	\$50		\$50	\$50
CLIN Unit Price	\$1,100	\$1,210	\$1,163	\$1,163

b. Contractor later proposes an additional separate 5% increase for EPA.

	Year 6 Updated Price subject to EPA	Ceiling	Contractor Proposed Adjusted Price	Agreed-Upon Adjusted Price**
Offered Commercial Item	\$1,007		\$1,057	

Mods Beyond Std Commercial Practice	\$106		*\$111	
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Transporation***	\$50		\$50	
CLIN Unit Price	\$1,163	\$1,210	\$1,218	\$1,210

\* Adjustment by same percentage that price for offered commercial item is adjusted.

\*\* Maximum increase, to ceiling price.

\*\*\* Not subject to economic price adjustment.

**H.8 Economic Price Adjustment, B-Kits or C-Kits**

1. Items Covered by This Clause: The items covered by this clause are the hardware CLINs for the B-Kits or C-Kits, in ordering years 6 through 10. (CLINs 0610 or 0615, 0710 or 0715, 0810 or 0815, 0910 or 0915, 1010 or 1015)

a. The prices for all items in this contract are based on time of order, not time of delivery or performance.

b. The prices for the B-Kits or C-Kits are Firm-Fixed-Priced (FFP) for the first five ordering years.

c. The prices for B-Kits or C-Kits for ordering years six through ten are either Firm-Fixed Priced (FFP), or fixed priced subject to economic price adjustment (EPA). (See paragraph 2a of this clause.) Prices for these CLINs shall remain in effect throughout ordering years six through ten, regardless of whether the Government actually issues orders in any particular ordering period. Economic price adjustments shall be based only on the cost of armor plate/sheet materials.

d. The prices for the B-Kits or C-Kits cannot be changed due to a motorized grader model change.

**2. Economic Price Adjustments for Armor, in Ordering Years Six through Ten**

a. Any Economic Price Adjustments to the B-Kits or C-Kits shall not apply to the first 10 kits ordered in the particular ordering year. Those first 10 kits are FFP. For example, in the ordering year if there is an initial order for 5 kits, and a subsequent order for 15 kits, economic price adjustment may apply only to 10 of the kits in the second order (and all subsequent kit orders in that ordering year).

b. Prior to issuing a delivery order for B-Kits or C-Kits, if the cumulative kit quantity will exceed 10 units in the ordering year, the Contracting Officer will contact the Contractor to obtain updated cost information for the materials listed on Attachment 028. The Contractor will provide the updated cost information in the format of Attachment 028, with the updated costs (per pound or kilogram) for those materials. The contractor shall also include copies of vendor quotes and/or available prices from existing purchase orders, to support the updated material costs. The contractor shall provide this updated cost information to the Contracting Officer within 10 business days of the Contracting Officer contacting the Contractor to request the updated cost information. The economic price adjustment will be calculated per paragraph e below.

c. Promptly after the Contracting Officer receives the contractors updated cost information under paragraph b above, the Contracting Officer shall calculate the amount of the adjustment in accordance with the formula set forth below in paragraph e. After the Contracting Officer calculates the amount of the adjustment, the Contracting Officer will incorporate the adjusted prices (if appropriate) and issue the delivery order.

d. Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect of the increases or decreases in the price of materials defined in paragraph b above. There shall be no adjustment for --

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- (i) Supplies for which the production cost is not affected by such changes;
- (ii) Changes in unit prices/costs other than those shown in Attachment 028;
- (iii) Changes in the quantities of material used from those shown in Attachment 028 for each item; or
- (iv) Associated indirect costs (burden, overhead, G&A, etc.) or profit.

(2) The aggregate of the increase in any contract unit price made under this clause shall not exceed 15 percent of the original unit price, per delivery order. There is no percentage limitation on the amount of decrease that may be made under this clause.

e. EPA Formula - Contract adjustments will be based on the difference between the sum total material cost for all the kinds of armor included in the contractors end-item price at the time of award (Total Cost of Identified Materials provided in Attachment 028) versus the updated cost of such materials for the relevant delivery order (extended by the quantities (weights) on the original Attachment 028), times the number of units covered by economic price adjustment.

f. For purposes of clarification, an example of the contract adjustment discussed above in paragraph e is provided here. Assume 20 kits will be required (and 10 kits will be subject to Economic Price Adjustment), Attachment 028 showed an original estimate of \$1,000 per kit for Total Cost of Identified Materials, and an end-item CLIN price of \$2,000 per kit. Based on updated vendor quotes obtained by the contractor for the four kinds of material, extended by the weights originally provided in Attachment 028, the four kinds of material are now estimated to cost the contractor \$1,300 per kit. The contract price adjustment for 10 of the kits to be purchased under the relevant delivery order would be calculated as follows:

[Updated sum total cost per kit of all armor to be purchased for delivery order (using weights on Attachment 028) Total Cost of Identified Materials within original contract price] x [quantity of end-items subject to EPA in delivery order] = total price change.

[\$1,300 - \$1,000] x [10 units] = \$3,000

\$3,000 represents the total price change associated with the relevant delivery order. Since the increase does not exceed 15% of the original unit price (as established in section B for that ordering period) for the 10 units being adjusted (\$300 is 15% of \$2,000), it satisfies the limitation imposed by paragraph d(2). Therefore, the price would be adjusted for that particular delivery order to reflect the total increase of \$3,000, or a \$300 increase per unit for 10 of the units in the order.

g. The Contracting Officer may examine the Contractors (or subcontractors) books, records, and other supporting data relevant to the cost of material associated with this clause during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

h. If the contractor (or subcontractor) procures any material included in paragraph b via purchases made in a currency other than U.S. dollars, all the material prices and calculations referenced in this clause and Attachment 028 shall be shown in that currency, and the following additional provisions in this paragraph apply. The total net change explained in paragraph e above (and exemplified in paragraph f above) would be first calculated in terms of that applicable currency. The contractor shall then convert that net change into a U.S. dollar amount by using the noon buying rate in New York, for cable transfers payable in the applicable foreign currency. The resource for determining this foreign exchange rate shall be the foreign exchange rates certified by the Federal Reserve Bank of New York, for customs purposes. As of release of this solicitation, these rates can be found at \\*HYPERLINK "http://www.federalreserve.gov/releases/h10/update/" [www.federalreserve.gov/releases/h10/update/](http://www.federalreserve.gov/releases/h10/update/). (If the particular currency is not listed on the Federal Reserve Bank resource, the contractor shall use \\*HYPERLINK "http://www.oanda.com/" [www.oanda.com](http://www.oanda.com/) to obtain the foreign exchange rate.) For this conversion calculation, the contractor shall use the foreign exchange rate for the day that is two business days prior to the day the contractor transmits its proposed price adjustment to the Contracting Officer. The net change amount, in U.S. dollars, shall be the amount subject to the limitations in paragraphs d and e of this clause.

H.9 Configuration Continuity. The configuration of the vehicle being offered to meet the requirements of this contract should remain the same for the entire period of the contract.

H.10 Other Customers. The government may use this contract to fill requirements for other government agencies or Foreign Military Sales (FMS) customers. However, these other customers are not required to use this contract to fill their requirements.

H.11 Contractor Responsibility for Timely Delivery of Logistics Data.

a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal Material Release prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a new item. In addition to the actual test items provided by contractors to demonstrate operational performance, there are significant logistics information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the logistics information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on logistics data and information provided under this contract.

b. Contractors play a crucial role in a successful material release by providing accurate and timely logistics data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract delivery schedule for the preparation and acceptance of the data and documents

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required to obtain a full material release prior to fielding of the equipment.

. c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially. Failure to provide the needed capability damages the Armys ability to perform its mission, and causes financial loss because of disrupted training schedules and storage costs due to inability to field.

d. The Contractor is hereby advised that failure to provide timely and accurate logistics information and hardware as required by the contract which is necessary for the material release process will constitute a default within the meaning of FAR 52.249-8, and, furthermore, shall be cause for rejection of hardware end items required hereunder in accordance with the inspection article of the contract. Acceptance of hardware end items will not proceed until the contractor fully complies with all logistics data requirements under the contract necessary to complete a full AR 700-142 Material Release. Furthermore, any contractually authorized or other delay in delivery of logistics data and information will be accompanied by a corresponding delay, at the Governments option, in delivery of hardware items, such that the interval between the delivery of data and information and the hardware end item is maintained as originally written. The Contracting Officer has the unilateral right to extend the vehicle delivery schedule of the vehicles at no cost to the Government by the period of time equal to any delay in delivery of logistics data or information. The Government further has the right to refuse to inspect and accept vehicles in advance of the extended delivery schedule. During this delay period, the contractor shall store all vehicles produced at no additional cost to the Government (see storage provisions at F.2).

e. Finally, failure to delivery logistics information and data as required hereunder will trigger withholding under the Limitation on Withholding of Payments clause (FAR 52.232-9) in the amount of \$250,000 for each logistics deliverable not accepted per the contract.

H.12 Export Control Notice

Technical data may be subject to the requirements of various export control statutes, regulations, etc. including but not limited to the International Traffic in Arms Regulations (ITAR) and the Export Adminstration Regulations (EAR). Accordingly the Contractor is hereby notified that it must carefully consider if and how to comply with applicable export control requirements before conveying (in any manner, including but not limited to verbal, electronic, or hard copy transmission) technical data to any foreign national, whether or not such foreign national is employed by the Contractor.

\*\*\* END OF NARRATIVE H0001 \*\*\*



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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	NOV/2006
I-12	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUL/2004
I-13	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-14	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-15	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-16	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-17	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-18	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-19	52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-20	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-26	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-27	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-28	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-32	52.222-50	COMBATING TRAFFICKING IN PERSONS	APR/2006
I-33	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-37	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-39	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-3	PATENT INDEMNITY	APR/1984
I-42	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-43	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-44	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-45	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-46	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-47	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-48	52.232-1	PAYMENTS	APR/1984
I-49	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-50	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-51	52.232-11	EXTRAS	APR/1984

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I-52	52.232-16	PROGRESS PAYMENTS	APR/2003
I-53	52.232-16	PROGRESS PAYMENTS (Alternate III dated April 2003, does not apply to small businesses)	APR/2003
I-54	52.232-17	INTEREST	JUN/1996
I-55	52.232-25	PROMPT PAYMENT	OCT/2003
I-56	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
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I-58	52.233-1	DISPUTES	JUL/2002
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I-101	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-102	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders

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by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through 10 years after award date.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

I-103 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess 84.

(2) Any order for a combination of items in excess of 150; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I-104 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after eleven years and six months after contract award.

(End of clause)

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I-105                      52.223-7                      NOTICE OF RADIOACTIVE MATERIALS                      JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-106                      252.225-7043                      ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES                      MAR/2006

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Todd Burrows at burrowst@tacom.army.mil after award.

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(End of clause)

I-107      252.237-7019      TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES      SEP/2006

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to

(A) Receive the training specified in paragraph (b)(1) of this clause

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

I-108      52.204-7      CENTRAL CONTRACTOR REGISTRATION      JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not

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alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-109      52.219-4      NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS      JUL/2005

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

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- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-110      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES      DEC/2004

- (a) Definition. As used in this clause--
- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov> .

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the



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Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-111      52.223-11      OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

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[End of Clause]

I-112                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-113                      252.223-7001                      HAZARD WARNING LABELS                      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-114                      252.225-7040                      CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES                      MAR/2007  
DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION) DAR TRACKING # 2007-00004

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

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(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

- (v) All personnel have received personal security training. At a minimum, the training shall
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

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(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract, and maintain current data, including departure data, for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>).

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must

- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
- (ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

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- (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons
- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officers Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons
- (i) Are adequately trained to carry and use them
- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
- (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

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(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

(End of clause)

I-115      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-116      52.216-4021      REQUIREMENTS DEFINITION      JUN/2005  
(TACOM)

"Supplies" as used in FAR 52.216-21, entitled Requirements, is hereby defined as new supplies. It does not include rebuilt or remanufactured items.

[End of Clause]

I-117      52.219-4070      PILOT MENTOR-PROTEGE PROGRAM      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

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(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]



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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	A001 MEETING MINUTES	11-JUN-2007	001	DATA
Exhibit B	A002 CONFIGURATION CHANGE REPORT	11-JUN-2007	001	DATA
Exhibit C	A003 WARRANTY IMPLEMENTATION	11-JUN-2007	001	DATA
Exhibit D	A004 MAINTENANCE ANALYSIS	11-JUN-2007	001	DATA
Exhibit E	A005 NMWR DATA SUMMARY	11-JUN-2007	001	DATA
Exhibit F	A006 STE LIST	11-JUN-2007	001	DATA
Exhibit G	A007 TESTABILITY ANALYSIS	11-JUN-2007	001	DATA
Exhibit H	A008 EDFP	11-JUN-2007	001	DATA
Exhibit I	A009 PPL	11-JUN-2007	001	DATA
Exhibit J	A010 OPERATOR MANUAL	11-JUN-2007	001	DATA
Exhibit K	A011 MAINTENANCE MANUAL	11-JUN-2007	001	DATA
Exhibit L	A012 LUBRICATION ORDER	11-JUN-2007	001	DATA
Exhibit M	A013 RPSTL (-23P)	11-JUN-2007	001	DATA
Exhibit N	A014 TECHNICAL BULLETIN	11-JUN-2007	001	DATA
Exhibit P	A015 TRAINING COURSE OUTLINE	11-JUN-2007	001	DATA
Exhibit Q	A016 LESSON GUIDES IN ASAT	11-JUN-2007	001	DATA
Exhibit R	A017 STUDENT ATTENDANCE REPORTS	11-JUN-2007	001	DATA
Exhibit S	A018 PACKAGING DATA	11-JUN-2007	001	DATA
Exhibit T	A019 SPECIAL PACKAGING INSTRUCTIONS	11-JUN-2007	001	DATA
Exhibit U	A020 TRANSPORTABILITY REPORT	11-JUN-2007	001	DATA
Exhibit V	A021 SAFETY ASSESSMENT REPORT	11-JUN-2007	001	DATA
Exhibit W	A022 HMMP	18-JUN-2007	001	DATA
Exhibit X	A023 FIELD SERVICE REPORT	18-JUN-2007	001	DATA
Exhibit Y	A024 WARRANTY CLAIMS	18-JUN-2007	001	DATA
Exhibit Z	A025 CREW PROTECTION KIT TDP	11-JUN-2007	002	DATA
Exhibit AA	A026 CORRECTIVE ACTION REPORT	11-JUN-2007	001	DATA
Exhibit AB	A027 ECP CPK	18-JUN-2007	001	DATA
Exhibit AC	A028 NOTICE OF REVISION	18-JUN-2007	001	DATA
Exhibit AD	A029 RFD CPK	18-JUN-2007	001	DATA
Exhibit AE	A030 ERR PACKAGE	18-JUN-2007	001	DATA
Exhibit AF	A031 CSA REPORTS 0 B KIT	18-JUN-2007	001	DATA
Attachment 0001	PURCHASE DESCRIPTION	11-JUN-2007	033	DATA
Attachment 0002	PRICING SPREADSHEET	11-JUN-2007	001	DATA
Attachment 0003	GRADER ILS SCHEDULE	11-JUN-2007	001	DATA
Attachment 0004	UID COMPONENT LIST	11-JUN-2007	001	DATA
Attachment 0005	LMI MAINTENANCE ANALYSIS	11-JUN-2007	004	DATA
Attachment 0006	LMI NMWR DATA SUMMARY SSL	11-JUN-2007	001	DATA
Attachment 0007	DA 2408-9	11-JUN-2007	001	DATA
Attachment 0008	DCA TEST GUIDE	11-JUN-2007	182	DATA
Attachment 0009	LMI PROVISIONING REQUIREMENTS WORKSHEET	11-JUN-2007	009	DATA
Attachment 0010	GEN PUBS REQMTS	11-JUN-2007	008	DATA
Attachment 0011	RPSTL RQMTS	11-JUN-2007	015	DATA
Attachment 0012	TM MATRIX A-11 10	11-JUN-2007	008	DATA
Attachment 0013	TM MATRIX A-XX LO	11-JUN-2007	001	DATA
Attachment 0014	TM MATRIX TABLE A-IV 23	11-JUN-2007	007	DATA
Attachment 0015	TM MATRIX TABLE A-VI 23P	11-JUN-2007	001	DATA
Attachment 0016	TB MATRIX A-II 13&P	11-JUN-2007	009	DATA
Attachment 0017	LMI PACKAGING DATA PRODUCTS	11-JUN-2007	003	DATA
Attachment 0018	LMI PACKAGING DATA TRANSACTION FORMAT	11-JUN-2007	002	DATA
Attachment 0019	SYSTEM SAFETY PROGRAM RQMTS	11-JUN-2007	006	DATA
Attachment 0020	DDD ECP	11-JUN-2007	014	DATA
Attachment 0021	DDD NOR	11-JUN-2007	002	DATA
Attachment 0022	DDD RFD	11-JUN-2007	004	DATA
Attachment 0023	TDP WORKSHEET CPK PRODUCT DRWGS	11-JUN-2007	001	DATA
Attachment 0024	TAILORING CHECKLIST CPK PRODUCT DRAWINGS	11-JUN-2007	003	DATA
Attachment 0025	TDP WORKSHEET CPK PRODUCT MODELS	11-JUN-2007	001	DATA
Attachment 0026	WELD RQMTS	11-JUN-2007	001	DATA
Attachment 0027	METADATA ATTRIBUTES	11-JUN-2007	002	DATA
Attachment 0028	B OR C KIT MATERIAL	15-JUN-2007	005	DATA
Attachment 0029	MODS BEYOND COMMERCIAL	15-JUN-2007	001	DATA

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Attachment 0030	PAST PERFORMANCE QUESTIONNAIRE	19-JUN-2007	007	DATA

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUL/1995
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 333120.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K-5	52.207-4	ECONOMIC PURCHASE QUANTITY -- SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An

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economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-6                      52.225-18                      PLACE OF MANUFACTURE                      SEP/2006

(a) Definitions. As used in this clause

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

K-7                      52.230-1                      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION                      JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.  
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W56HZV-07-R-0348      <b>MOD/AMD</b></p>	<p align="center"><b>Page</b>110 <b>of</b> 134</p>
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[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- [ ] yes
- [ ] no

[End of Provision]

K-8                      52.230-7                      PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES                      APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

- [ ] Yes [ ] No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

[End of Provision]

K-9                      252.225-7020                      TRADE AGREEMENTS CERTIFICATE                      JAN/2005

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless--
  - (i) There are no offers of such end products;
  - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
  - (iii) A national interest exception has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

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(2) The following supplies are other nondesignated country end products:

(Line Item Number)

(Country of Origin)

[End of Provision]

K-10

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[ ] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[ ] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-11

52.204-4007  
(TACOM)

OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE

MAR/2001

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

\_\_\_\_\_

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

\_\_\_\_\_

[End of Provision]

K-12

52.215-4005  
(TACOM)

MINIMUM ACCEPTANCE PERIOD

OCT/1985

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

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[End of Provision]

K-13            52.215-4010            AUTHORIZED NEGOTIATORS            JAN/1998  
                  (TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

NAME	TITLE	TELEPHONE NUMBER
_____	_____	_____
_____	_____	_____

[End of Provision]

K-14            52.223-4002            USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)            DEC/1993  
                  (TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.



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(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

- (1) During our review of the specification or technical data package in this solicitation, we--
- [ ] have  
[ ] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- (2) Further, in our review of the specification or technical data package in this solicitation, we--
- [ ] have  
[ ] have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

- One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
- The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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[End of Provision]

K-15      52.225-4003      IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED      MAR/1990  
(TACOM)      KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION

(a) The offeror shall indicate, by check mark, if one or more of the statements at (i) or (ii) below applies to this supply solicitation/contract. (Statement (ii) below must be reviewed and, if applicable, checked by all offerors, whether they themselves are or are not located in the United Kingdom (U.K.)

(i)    ☐ I AM a U.K. firm contracting in excess of \$1 million and the estimated total of levies contained in the offered price is: \$\_\_\_\_\_.

(ii)   ☐ I expect to award one or more subcontract(s) totaling over \$1 million to a U.K. vendor.

(b) The offeror shall identify each U.K. subcontractor applicable to the statement at (ii) above in the space provided below.

Name	Address	Est. Value Of Subcontract	Est. Total of Levies Incl. In Price
_____	_____	_____	_____
_____	_____	_____	_____

(c) The Government intends to secure a waiver of all levies contained within the proposed price of supply contracts and subcontract(s) with U.K. firms. In the event such levies are waived, the Government and Contractor will execute a modification to this contract to reflect the dollar reduction as a result of the waiver.

(d) It is understood and agreed that the offeror's failure to complete the above certification shall constitute a representation that the offeror (i) is not a U.K. contractor, and (ii) will not execute any subcontracts valued over \$1 million with U.K. subcontractors.

[End of Provision]

K-16      52.245-4004      CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND      JAN/1991  
ALT I      EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY

ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there    ☐ is  
   ☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

☐ will  
☐ will not  
☐ may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

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Evaluation factor: \$\_\_\_\_\_ \$\_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

K.1

Please provide the name and address of the company on your team (either you or your armor subcontractor) that has a SECRET Facility Clearance.

\*\*\* END OF NARRATIVE K0001 \*\*\*

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2006
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALT. I dated October 1997)	JAN/2004
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-8	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA-- SUBMISSION WITH OFFER	JUN/2005
L-9	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS	APR/2003
L-10	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a firm-fixed price (years 1-5)/fixed price with economic price adjustment (years 6-10) contract resulting from this solicitation.			
L-11	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

L-12	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

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ATTN: AMSTA-AQ (Acquisition Center)  
(Protest Coordinator)  
Warren, MI 48397-5000

or

Office of Command Counsel  
ATTN: AMCCC-PL  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060  
Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-13	52.233-4001	HQ-AMC LEVEL PROTEST PROCEDURES	OCT/2006
	(TACOM)		

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401  
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:

[http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command\\_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1](http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be

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sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-14	52.209-4008 (TACOM)	CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL	APR/1986
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We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

[End of Provision]

L-15	52.211-4054 (TACOM)	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES	MAR/1989
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For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

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[End of Provision]

L-16	52.215-4003	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES	DEC/2002
	(TACOM)	(NON-US POSTAL SERVICE MAIL)	

- (a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command  
Acquisition Center  
Bid Lobby - Building 231, AMSTA-AQ-AMAD  
East 11 Mile Road  
Warren, MI. 48397-0001

- (b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

- (c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

- (d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

- (e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

- (f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-17            52.215-4404            DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY            MAY/2002

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-18	52.217-4004	DESTINATIONS FOR OPTION QUANTITIES	FEB/1994
	(TACOM)		

- To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

L-19                    52.219-4005                    SUBMISSION OF SUBCONTRACTING PLAN                    FEB/1999

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(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

L-20	52.245-4002	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL	MAR/1996
	(TACOM)	TOOLING	

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L.1 PROPOSAL INSTRUCTIONS AND CONTENT

L.1.1 In General. The offeror shall submit two hard copies and an electronic CD-ROM version of their proposal concurrently as specified below. All proposal information must be in the English language. Font size must be no smaller than 10 point with margins no less than 1 inch (top, bottom, left, and right) excluding headers, footers, and page numbers. Use standard 8.5 X 11 sized paper except single



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foldout pages up to 17 X 11 may be used. Number each page and provide an index with each volume. The complete set of volumes will be accompanied by a cover letter (letter of transmittal) prepared on the Companys letterhead. Each of the volumes must be in separate binders labeled as shown below with full pagination. The proposal shall include a volume for each of the evaluation factors. For the Price Factor Volume, spreadsheets shall be in Excel or Excel readable format. The RFP shall be sent to the Bid Room, clearly labeled with volumes divided as follows:

Volume 1 - Logistics  
Volume 2 - Technical  
Volume 3 - Price  
Volume 4 - Logistics & Armor Past Performance  
Volume 5 - Small Business Participation  
Volume 6 - SF 33, RFP Sections A - K

L.1.1.1 Volume 6 shall contain the following information:

- a. A scanned copy of SF 33 signed by a person authorized to sign bids, quotations or proposals on behalf of the offeror.
- b. A scanned copy of this solicitation (Sections A-K) with all fill-ins completed.
- c. Small/Small Disadvantaged Business Subcontracting Plan. This does not apply to U.S. Small Business firms.
- d. Documentation of a Facility Security Clearance (SECRET) for either the proposed prime contractor or its subcontractor. (see L.1.6)

L.1.2 Proposal Delivery Procedures.

- a. Mailed Proposals. Mailed hardcopy paper and over-packed electronic version (L.1.2 (c)) proposals will be required to go through a screening process prior to delivery at the TACOM Bid Lobby Depository. Upon arrival at the Main Gate (11 Mile Road entrance), the TACOM security police will issue instructions and directions to Building 249 receiving dock. The date/time receipt will be the official time of delivery of your proposal per FAR 52.212-1 "Instructions to Offerors - Competitive Acquisitions."
- b. Hand Carried Proposals. Offerors that are going to hand carry their proposals directly to TACOM shall contact the buyer upon their arrival. They will be processed through security (only U.S. citizens are allowed on base) and accompanied by the buyer or TACOM representative to Building 231, 1st floor, Bid Lobby Depository. Upon receipt of the proposal, the buyer or TACOM representative will give a date/time stamped receipt. The Offeror is required to exit the base immediately after dropping off their proposal and receiving the receipt.
- c. Electronic Proposal. Identical electronic (CD-ROM) versions of your paper proposal shall be submitted for Volumes 1-6. Each Volume, including Attachments, shall be submitted in separate CD ROMs to facilitate Government review, and shall be readable on an IBM PC or compatible system running Microsoft Windows XP 2002. File format must be compatible with Microsoft Word 2002. For the Price Factor Volume, spreadsheets shall be in Excel or Excel readable format. The electronic version of the Request for Proposal (RFP) must be over-packed with the paper version.
- d. A Department of Defense Security Classification Guide (DoD 5200.1-R) shall be provided upon request. The guide provides vital information to assure that classified materials are handled in a prescribed manner. Offerors are cautioned that Email is not secure. Offerors shall not submit any data regarding vehicle or armor vulnerabilities, armor test data, armor test criteria or results as part of their proposal or any subsequent electronic mail submission. Never send classified information via Email. Delivery of CONFIDENTIAL or SECRET level must be mailed via USPS Registered or Express mail only. DO NOT use Federal Express or other commercial mail delivery providers.
- e. Notwithstanding the information contained on the TACOM Procurement Network Website concerning electronic proposal submission, we will not accept e-mail or datafax offers.
- f. In the event of a conflict between the electronic and hardcopy proposals, the hardcopy proposal will take precedence.

L.1.3 Proposal Submission Guidance. The offeror's proposal/offer, as required by this section, will be evaluated as set forth in Section M of this solicitation. In addition to the general requirements of the solicitation provision FAR 52.212.1, your proposal submitted in response to this solicitation must contain all pertinent representations, certifications, and the additional information required for evaluation of the proposal.

L.1.4 Contracting Officer. Offerors are encouraged to contact the Contracting Officer via email in order to request an explanation of any aspect of these instructions.

L.1.5 Lateness. The lateness rules for submitted proposals are outlined in FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition," incorporated into this solicitation.

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L.1.6 Facility Clearance (SECRET) Requirement. Due to the classified nature of the testing required for the Grader armor kits, offerors are required to submit documentation substantiating their (or their armor subcontractors) possession of a Facility Clearance (SECRET) in order to be evaluated for award of this contract.

L.2 FACTOR 1 / VOLUME 1: LOGISTICS

There are two subfactors within the Logistics Factor: Technical Service and Parts Supportability, and Diagnostics. The Logistics proposal shall consist of a written proposal labeled Logistics Volume 1.

L.2.1 Subfactor 1: Technical Service and Parts Supportability.

a. Technical Service Support. Describe your global technical service support system for your customers for the locations listed below, specifically differentiating the extent to which the system currently exists versus what is proposed or planned. Include the following: density of identical equipment (same commercial model without A Kit) supported in each area; method for receiving orders from customers for technical service support; and method for providing technical service support to the customers. If identical equipment (same commercial model without A Kit) is not currently supported, similar construction equipment, e.g. Dozers, Scrapers, Rollers, etc. may be substituted, but the offeror shall explain the difference and how the risk of unsuccessful performance is avoided. Provide response time from time of request for service is received until the time the service representative actually arrives at the customers site, using examples and performance statistics. Describe what qualifies a dealership (including the individual technical service representatives) to service your equipment. Provide a listing of your dealerships that have Original Equipment Manufacturer (OEM), Motorized Grader certified personnel and the extent to which these personnel are currently providing support or are trained and capable of providing support to the proposed Motorized Grader in the locations identified below:

CONUS*:	OCONUS*:
Fort Lewis, WA	Afghanistan Kuwait
Fort Stewart, GA	Bosnia Korea
Ft. Leonard Wood, MO	Colombia Iraq
	Hawaii

b. Parts Supportability. If your global parts support system includes a dealership network, provide a list of the location of dealers, warehouses and distribution centers available for spare parts support for the locations listed above specifically differentiating the extent that the system currently exists versus what is proposed or planned. Describe the extent to which parts for the offered Motorized Graders are currently being stocked or provided in each location identified in the paragraph above, including the density of identical equipment (same commercial model without A Kit) supported in each area. Explain how your existing or proposed service network provides parts for your worldwide customers in accordance with MILSTRIP Issue Priority Group (IPG) delivery requirements (urgent IPG I requisitions processed and shipped within 2-3 days of receipt, high priority IPG II within 5 days and maximum of 10 days for routine IPG III).

L.2.2 Subfactor 2: Diagnostics. Describe what diagnostic features are offered with your proposed systems, including identifying all conditions that are measured. Describe the current diagnostic and fault isolation capabilities to facilitate the ease of serviceability and maintenance on the models you are offering. Describe in detail the methods of diagnosing malfunctions using any combination of the following: embedded diagnostics, automated diagnostics using external test equipment or manual diagnostics using external test equipment.

a. Any diagnostics features submitted for evaluation including software and software updates must be included in the vehicle unit price and will be a requirement in any subsequent contract award. Provide a description of the software format and how this software and updates will be delivered.

b. For systems that provide a completely on-board embedded solution with no external automated devices necessary, the ability to interface with the vehicle databus to retrieve and interpret the vehicle systems diagnostic data must still be readily available. Include any diagnostic features for evaluation including software and hardware if necessary.

L.3. FACTOR 2/ VOLUME 2 TECHNICAL

There are two subfactors within the Technical Factor: Performance and Armor Impact. The Technical proposal shall consist of a written proposal labeled Technical Volume 2.

L.3.1. Subfactor 1: Performance.

a. Blade Pull. You shall provide a detailed engineering analysis of the graders blade pull ability in accordance with PD paragraph 3.3.3. The blade pull shall be calculated at 2 +/- 0.5 mph with a tire traction coefficient of 0.90 in all-wheel drive. No wheel slip is permitted. Calculations shall show if the blade pull is traction or torque limited. Calculations shall be provided for the grader both with and without armor.

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b. Controls. You shall provide details regarding the controls for the grader in accordance with PD paragraph 3.7.4. Indicate which functions are controlled by joystick motion, or joystick-mounted buttons, switches, etc.; which are controlled by wheels, pedals, or other manual controls; and which are controlled by both (redundant controls).

L.3.2. Subfactor 2: Armor Impact.

a. Visibility. You shall provide drawings or renderings showing the general design of the armored cab structure, with areas that will utilize transparent armor distinctly identified in accordance with PD paragraph 3.6.6.1. The dimensions of each piece of transparent armor shall be listed. The total area through which the seated, buckled operator can see through shall be indicated. If a camera is utilized, indicate where the camera will be located and the field of view it provides.

b. Air Conditioning. You shall provide calculations to prove conformance to PD paragraphs 3.6.6.3 and 3.7.1, Crew protection cooling. Cooling capacity of the on-board air conditioner and auxiliary air conditioner (if equipped) shall be provided. Detailed calculations for cooling requirements with the armor kit installed shall be shown.

c. Side Slope Stability. You shall provide a detailed engineering analysis of the ability of the armored grader to negotiate side slopes with the blade and scarifier in the fully raised position and with no frame articulation, to prove conformance to PD paragraph 3.3.4, Stability. Center of Gravity (CG) location (with and without armor kit installed), track width, and resulting side-slope stability shall be clearly stated.

d. Roll Over and Falling Object Protective Structure (ROPS/FOPS) Certification. If compliance with PD paragraph 3.5.3, with armor installed is claimed, you shall provide detailed engineering analysis to prove conformance. The analysis shall identify the loads applied, the manner in which the loads were applied, the boundary conditions used, and the stress and displacement results obtained. Any assumptions must be clearly stated.

e. Durability. In accordance with PD paragraph 3.6.6.1, you shall provide the following information (with armor kit installed): (NOTE: If ratings differ between axles, clearly state this in your submission.)

- Weight on each tire
- Weight rating of tires
- Weight rating of axles
- Weight rating of transmission
- Weight rating of brake system and applicable components
- Weight rating of suspension system and applicable components

If any component is predicted to be loaded with greater than 100% of the rated load, an engineering analysis must be provided to show the predicted degradation in component life and reliability. Analysis shall include estimated life and replacement interval at 100% load and at the estimated load.

L.3.3 Test Results. For all technical considerations outlined in L.3 above, results from actual testing can be provided in lieu of the analysis, if it is in the form of a test report containing the actual data, calculations, and approved by a State registered Professional Engineer (PE).

L.4. FACTOR 3/ VOLUME 3: PRICE

L.4.1 In General. The Price Volume 3 shall be provided in both hardcopy and electronic (on CD-ROM) formats, to expedite Government review of the proposals. Provide any supporting narrative in Microsoft Word format. All files should be read-only.

L.4.2 Pricing Spreadsheet. The offeror shall provide all proposed prices in solicitation Attachment 02 (Proposed Prices and Total Evaluated Price), and include that in the Price Volume. That spreadsheet includes all CLINs in Section B. Do not enter the prices in Section B of the solicitation. When the offeror electronically enters all proposed prices in Attachment 02, using Microsoft Excel, the total evaluated price is automatically calculated (and shown) in that electronic file. With its offer, the offeror shall include the completed electronic version of Attachment 02, in Microsoft Excel, with all the original formulas still embedded in the file. The Price volume shall also include all information indicated below. All amounts in Attachment 02 and in the Price Volume shall be in U.S. dollars.

a. Exchange Rate Information Price and all elements of cost are to be stated in United States (U.S.) dollars only, for both the prime contractor and any potential subcontractors. The Offeror shall state the exchange rate (if applicable) being used to convert any currency to U.S. dollars.

b. CLINs for Motorized Grader Vehicles (CLINs 0100, 0200, 0300, 0400, 0500, 0600, 0700, 0800, 0900, and 1000 ): The Offeror shall break down the proposed unit price for each CLIN into the following dollar amounts:

- Base Production Price per vehicle
- Price for nonrecurring engineering costs

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**Name of Offeror or Contractor:**

- Price for FAT
- Price for contractor support of government testing
- Price for vehicle refurbishment
- Price for shipping vehicle to test site and return shipping
- Other (list/identify by name and amount)
- Total unit price (sum of the above)

c. Supporting Data. Regarding the price for the base commercial vehicles, the offeror shall provide a copy of the current published catalog price or published price list that is available to their commercial customers or provided to their dealers and distributors. The offeror shall also provide information on sales of the grader to other customers, including other government entities. Also, the offeror shall identify (as a percentage) and explain any discounts included in your offered prices for these CLINs.

d. Regarding the prices for Government-unique requirements (military modifications) that the offeror has included within the vehicle production price for the first ordering year, the offeror shall provide a break down in the unit price for each Government-unique requirement.

e. RESERVED

f. For all Technical Assistance CLINs, in the Price Volume break down each proposed price per man-day into the following elements:

- Direct Labor Cost
- Other Direct Cost
- Indirect Cost
- Profit
- Total price per man-day (sum of the above).

g. In addition to the above information, the Government reserves the right, as a clarification under FAR15.306(a), to request additional or more detailed price breakdown data to support its determination of price reasonableness/realism.

L.4.3 Economic Price Adjustment for B-Kits or C-Kits for Ordering Years Six through Ten - (Major material items identified in Attachment 028)

(a) Due to the instability of the market and significance of the costs, the Government has elected to include an Economic Price Adjustment (EPA) clause for the materials identified on Attachment 028. For purposes of this solicitation and resulting contract(s), such materials are limited to armor plate/sheet (and exclude any framing and fasteners for the B-Kit or C-Kit). In order to administer this clause after award, offerors must provide the following information with their proposal. Offerors shall submit the information requested in Paragraphs (2) and (3) below, in the format provided on Attachment 028. (NOTE: There are 5 pages in Attachment 028, corresponding to ordering years 6 through 10.)

(1) (The name/type of material is given, and is based on the Purchase Description section regarding the Crew Protection Solution.)

(2)\~ The weight used, of each type of material listed,\~for the armor to produce one B or C Kit.

(3)\~ The proposed unit cost, per pound or per kilogram, of\~such materials identified on Attachment 028, which the offeror or subcontractor will procure for the armor.\~ The offeror or subcontractor must provide these material unit costs for each of the ordering years 6 through 10.\~

(4) A copy of the data used to support the estimated material costs\~reflected in Paragraph (a)(3) above and Attachment 028.

(b) Notwithstanding the information the offeror provides per Paragraph (a) above, award will be based on the evaluation criteria set forth elsewhere in sections L and M.

L.4.4 CPK Armor Kit Technical Data

The Government desires to obtain the CPK armor kit technical data with unlimited rights and no restrictive legends or markings on the data. In submitting its proposal, the offeror must indicate in accordance with the applicable intellectual property related FAR and DFARS clauses found in this Request for Proposal, the technical data that the offeror intends to deliver with other than unlimited technical data rights and the basis for the assertion of those limitations as defined in the applicable clauses. If the offeror proposes to deliver other than unlimited technical data rights, the offeror must list the items and the number of drawing sheets that will be delivered with less than unlimited technical data rights.

L.5 FACTOR 4/SUBFACTOR 1/VOLUME 4: LOGISTICS & ARMOR PAST PERFORMANCE

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**Name of Offeror or Contractor:**

The Logistics and Armor Past Performance Subfactor shall consist of a written proposal labeled Logistics and Armor Past Performance Volume 4.

L.5.1 In General. The offeror shall provide the following under this subfactor:

a. Briefly describe your plan for the performance of the logistics and armor portions of this contract. Explain what portion of the effort that you as the prime contractor will perform and what portion of the effort that the logistics and armor subcontractor will perform. State whether or not, you have an established working relationship with your proposed logistics and armor subcontractor

b. For prior logistics contracts which are considered recent and relevant to the logistics portion of Section C, Statement of Work, you should include in Volume 4, the information specified in L.5.1.a, L.5.1.1, L.5.1.2, L.5.1.4 (a-f).

c. For prior armor contracts which are considered recent and relevant to the armor portion of the Purchase Description, you should include in Volume 4, the information specified in L.5.1.a, L.5.1.1, L.5.1.3, L.5.1.4 (a-f).

d. Additionally, for each contract identified under L.5.1.a. above, issue a past performance questionnaire in accordance with the instructions in paragraph L.5.1.4.j below. The Offeror shall take note of the instructions in L.5.1.4.j requesting early submission of certain Past Performance information.

L.5.1.1 Recent and Relevant Contract Information. The offeror shall identify and submit no more than 7 of the most recent and relevant federal, state and local Government and non-Government Contracts for each of the prime and each of the significant (valued at \$500,000.00 or more) subcontractors. Relevant contracts are those which are similar in scope to the logistics and armor requirements of this solicitation. Recent contracts are those with relevant performance taking place within three years of the date of this solicitation.

L.5.1.2 Logistics Past Performance. Offerors should demonstrate the relevance of their logistics Past Performance by focusing on the following specific efforts and their similarity to the requirements of this solicitation:

- a. Development of MIL-STD-40051 Department of Army Technical Manuals (DATMs).
- b. Development of Interactive Electronic Technical Manuals (IETMs).
- c. Development of Diagnostics within the IETM in order to utilize the test and measurement capabilities of the MSD and EMS IETM with electronic subsystems (and the engine) on the end item supported by the IETM.
- d. Development of Provisioning Data.

L.5.1.3 Armor Past Performance. Offerors should demonstrate the relevance of their armor Past Performance by focusing on experience in the following specific efforts and their similarity to the requirements of the Purchase Description:

- a. Design and application of the Supplemental Armor Solution (Armored Cab).
- b. Design and application of the Crew Protection Kit Armor solution.
- c. Capability to employ thermal imaging, microwave, and ultrasound technologies in the Armor welding process to assure weld integrity and the ability to detect welding deficiencies and cracks.
- d. Design and execution of modifications to Construction and Material Handling Equipment (CE/MHE) and military equipment.
- e. Development of Armor installation and repair instructions.
- f. Certification of Armor welders to confirm the technical ability of the workforce.

L.5.1.4 Past Contract Information. Offerors shall identify and submit relevant information on past contracts.

- a. For each of your recent and relevant past contracts, provide the following information:
  - (i) Contract Number/Contract Item (identify vehicle, service, etc)
  - (ii) Contract type/extent of subcontracting effort
  - (iii) Award Date/Price/Cost
  - (iv) Original delivery schedule/Place of Performance
  - (v) Final, or projected final delivery schedule & whether contract performance is completed or on-going
  - (vi) For other than firm fixed price contracts, the estimated or target cost and the actual cost
  - (vii) Your (or your logistics and armor subcontractors) CCR, CAGE and DUNS numbers
  - (viii) Government contracting activity address, telephone number, and e-mail

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- (ix) Procuring Contracting Officer's (PCO's), name, telephone number and e-mail
- (x) Government contracting activity technical representative, or COR, Commercial contract POC, telephone number and e-mail or if known, the government point of contact for the logistics and armor deliverables.
- (xi) Government contracting activity, and the name, telephone number and e-mail of the Administrative Contracting Officer
- (xii) Description of scope of work requirements and a discussion of similarities between the contract scope and the scope of this solicitation
- (xiii) For the listed contracts, your self-assessment must address the technical quality of the effort provided; timeliness of performance; cost control; and customer satisfaction. Identify any quality awards or recognition received. Include an explanation for any cost growth, schedule delays or failure to meet technical requirements, and any corrective actions, measures, or procedures taken to avoid such problems in the future.

b. Cancellations and Terminations. Identify any recent contracts, which have been terminated or that are in the process of being terminated, or cancelled for any reason, in whole or in part (regardless of whether its requirements were similar to this solicitation). Include prime contracts, contracts under which you were a subcontractor and any of your logistics and armor subcontractors contracts. Provide the information requested in L.5.1.a above for any of these contracts. If there were no cancellations or terminations, state that.

c. Corporate Entities. If any contract listed above was performed by a corporate entity or division other than the corporate entity or division that would perform work under this RFP, please identify them and indicate to what extent those entities will perform this effort. If they have relocated or changed ownership since performance of the listed efforts, please describe any changes in terms of personnel, facilities, or equipment, from those expected to perform this effort.

d. Subcontractors. The offeror shall also provide the above requested information for any proposed logistics and armor subcontractor who will perform a significant portion of the effort. Offerors must also describe in detail the work each subcontractor will perform. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

e. Key Personnel. If you have limited or no recent or relevant past performance, but have key personnel who will be playing a significant role in this effort who do have relevant experience, we may consider this experience in our evaluation of performance risk. In order for us to consider such experience, please identify these personnel and describe their relevant roles and responsibilities for their previous employer, and their roles and responsibilities as planned for the current requirement. Also, provide similar information to that identified above for those contracts that these key personnel were involved in with those previous employers.

f. Predecessor Companies. If you, your logistics subcontractor, or your armor subcontractor only has relevant and recent performance history as a part of a predecessor company, we may consider that past performance in our evaluation of performance risk. Please provide the information for those recent, relevant contracts of that predecessor company. Offerors must also document the history of the evolution from the predecessor company.

g. Contacting References. Offerors are advised that the Government may contact any of the references that the offeror provides and third parties for performance information, and that the Government reserves the right to use any information received as part of its evaluation. Offerors shall include in their proposal the written consent of their proposed subcontractors to allow the Government to discuss the subcontractor's past performance during negotiations.

h. Thorough and Complete Information. The Government does not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with you. We may assign a "higher risk" rating to your proposal, or reject your proposal if we do not receive the information requested.

j. Questionnaires. A past performance questionnaire is provided at Attachment 30. For the contracts described in L.5.1., the Offeror shall send a copy of the past performance questionnaire directly to the contractor or federal, state or local government agency, which has past performance working with them on similar, relevant requirements. Immediately upon receipt of the solicitation and based on identification of your most recent and relevant customers, the Offeror shall send the questionnaire to the appropriate Contracting Officer's Representative (COR) and Procuring Contracting Officer (PCO), or other appropriate technical and contracting individuals. The Offeror shall request that these individuals complete the questionnaire and forward it electronically directly to the Government at [todd.burrows@us.army.mil](mailto:todd.burrows@us.army.mil) no later than five days before the solicitation closing date (See Block 9 of the Standard Form 33 of the cover page to this solicitation). Questionnaires received later than two weeks after RFP closes may not be considered.

k. List of Past Performance References. In addition, the offeror is requested to prepare and submit to the Contract Specialist, within two weeks of posting of the RFP, a list of the references to which the past performance questionnaire was sent. The reference list must be sent to the contract specialist via email at [todd.burrows@us.army.mil](mailto:todd.burrows@us.army.mil) and shall contain the following information prepared in the following format:

- (1) Contract Number/Delivery Order
- (2) Contract / Delivery Order Type
- (3) Program Title
- (4) P / S (Enter "P" if performed as a prime contractor or "S" if performed as a subcontractor)

Name of Offeror or Contractor:

- (5) Customer point-of-contact with telephone number and e-mail address
- (6) Date questionnaire was sent to the customer

L.6. FACTOR 4/SUBFACTOR 2/VOLUME 5: SMALL BUSINESS PARTICIPATION

The offeror shall provide the Small Business Participation proposal in writing labeled Small Business Participation Subfactor Volume 5.

L.6.1 Small Business Participation

This provision applies to every offeror, regardless of size status or location of its facility or headquarters.

a. All offerors, including offerors who are themselves U.S. small business concerns based on the North American Industry Classification System (NAICS) code assigned to this requirement, are to identify the extent to which U.S. small business concerns will be used as first-tier subcontractors in the performance of the proposed contract. U.S. small business concerns are defined 1) in FAR 19.001 and 2) by the criteria and size standards in FAR 19.102 for the applicable NAICS code. U.S. small business concerns include small businesses (SBs), small disadvantaged businesses (SDBs), HUBZone small businesses (HUBZone SBs), woman-owned small businesses (WOSBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs) and historically black colleges/universities and minority institutions (HBCU/MIs).

b. If the prime offeror is itself a U.S. small business concern (to include any U.S. small business concerns who are proposing as part of a joint venture or teaming arrangement), the offerors own participation as an SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, or HBCU/MI will also be considered small business participation for the purpose of this evaluation. In this event, the extent the prime offeror participation as a U.S. small business concern shall be detailed by the prime offeror in the same manner as subcontracts to first tier U.S. small business concerns, as described below.

c. All prime offerors shall address anticipated U.S. small business concern participation and subcontracting based on the offeror receiving a 10 year contract (five years plus 5 one-year options) in the estimated quantities specified in Section L, Price Area. The offeror shall provide information for small business participation and subcontracting in a table format substantially in accordance with the following example for the base year and each out year:

BASE YEAR			
Business Category	Dollar Amount (all SubKs)*	Percentage of SB Participation	Total Subcontracting (LB + SB)
	\$43M	100%	
SB	\$15.5M	36%	(\$15.5M of \$43M)
SDB	\$2.15M	5.0%	(\$2.15M of \$43M)
WOSB	\$2.36M	5.5%	(\$2.36M of \$43M)
VOSB	\$0.3M	0.7%	(\$0.3M of \$43M)
SDVOSB	\$0.1M	0.2%	(\$0.1M of \$43M)
HUBZone SB	\$1.0M	2.3%	(\$1.0M of \$43M)
HBCU/MI	\$0.15M	0.4%	(\$0.15M of \$43M)

\*Includes 1st tier subcontractors only; Interdivisional transfers are considered subcontracts; includes prime offeror participation if the prime is a U.S. small business concern.

For offerors who are other than U.S. small business concerns and who must submit Small Business Subcontracting Plans in accordance with 52.219-9 with this solicitation, the Small Business Subcontracting Plan shall be consistent with the offerors information provided in response to this paragraph.

d. All offerors, regardless of size, shall provide the names of the U.S. small business concerns (including the prime offeror if a small business concern) who would participate in the proposed contract; the small business classification of each U.S. small business concern (that is, SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and /or HBCU/MI), a short description of the specific services, product or component to be provided or produced by each U.S. small business concern, a description of the complexity of the service, product or component, and the estimated total dollars for each service, product or component. This data shall be provided in a table format substantially in accordance with the following example for the base year and for each out year:

BASE YEAR				
Name of Small Business	Small Business	Description of Service, Product	Complexity	Total

		or Component		
Concern	Dollars Classification(s)			
ABC Co.	SB	Wire	Low	\$0.50M
ABC Co.	SB	Plating	Med	\$0.75M
EFG Inc. (Prime Offeror)	SB, WOSB, VOSB	Circuit Cards	High	\$1.20M

e. As defined below, offerors shall also provide the following:

- (1) All offerors who ARE NOT either (1) a U.S. small business concern, as defined by the NAICS code applicable to this solicitation, or (2) a firm who has previously performed a contract containing FAR 52.219-9, are to provide a description of their prior performance in complying with the requirements of FAR 52.219-9 and FAR 52.219-8. The documentation may include demonstration of accomplishment of the goals established under Subcontracting Plans of prior contracts containing FAR 52.219-9. Offerors who have had contracts containing FAR 52.219-9 must provide copies of DD Forms 294 and DD Forms 295. This data shall include contracts performed over the last three [3] calendar years. Offerors that have never held a contract incorporating FAR 52.219-9, shall so state, and shall provide other documentation, as required in paragraph (2) below, demonstrating compliance with FAR 52.219-8.
- (2) All offerors who ARE either (1) a U.S. small business concern, as defined by the NAICS code applicable to this solicitation, or (2) a firm who has not previously performed a contract containing FAR 52.219-9, shall substantiate their prior performance in meeting the requirement of FAR 52.219-8. Substantiation may include providing (1) a description of the offerors performance over the past three [3] calendar years in complying with the requirements of FAR 52.219-8; (2) a description and available documentation of any methods or techniques used to promote small business participation; (3) any listings of U.S. small business concerns who are subcontracting candidates; (4) internal procedures used to monitor small business participation during contract performance; and/or (5) any other information substantiating that the offeror will satisfy the requirements of FAR 52.219-8. If the offeror has not performed a contract over the past three [3] years which included FAR 52.219-8, the offeror shall so state, but shall provide substantiation as required by this paragraph, if any, demonstrating prior performance in subcontracting to U.S. small business concerns.

\*\*\* END OF NARRATIVE L0001 \*\*\*



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SECTION M - EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

[End of Provision]

M-2	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
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- (a) We'll award a contract to the offeror that:
- (1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, and
  - (2) submits a bid or proposal that meets all the material requirements of this solicitation, and
  - (3) meets all the responsibility criteria at FAR 9.104.

- (b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:
- (1) arrange a visit to your plant and perform a preaward survey;
  - (2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

M-3	52.216-4006 (TACOM)	METHOD OF PRICE EVALUATION	OCT/2001
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(a) The unit price for each year will be multiplied by the estimated annual requirement for the corresponding year, and the results for each year added together to produce the evaluated price for the total maximum quantity. Based on this method of evaluation, award will be made to the responsible offeror whose offer represents the lowest evaluated price, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

(b) If this solicitation contains quantities to be shipped FOB Origin, transportation cost will be evaluated as specified in the EVALUATION OF TRANSPORTATION COSTS provision elsewhere in this Section, and award will be made to the responsible offeror whose offer represents the lowest evaluated price including transportation costs, or, if applicable, represents the Best Value to the Government as outlined elsewhere in this solicitation.

[End of Provision]

M.1 BASIS OF AWARD

a. Selection of Successful Offeror. The government plans to award one firm fixed price, five year requirements contract with one five-year option with an Economic Price Adjustment Clause for years 6 through 10 for vehicle production and related services and data as a result of this solicitation. The objective of the Motorized Grader Program is to acquire a motorized grader that provides the Best Value to the government when evaluated in accordance with the criteria described below. The Best Value process is a process to select the most advantageous and realistic proposal assessed as acceptable. Best Value is defined as the expected outcome of an

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acquisition that, in the governments estimation, provides the greatest overall benefit in response to the requirement.

b. Requirement for Facility Clearance (SECRET). Portions of the testing information on this program will be classified as SECRET, so in order to be considered for award, offerors (or their armor subcontractor) must have a current and existing SECRET Facilities Clearance. Offerors must submit documentation indicating their facility has been granted a SECRET clearance or must submit a document indicating that their armor subcontractor has obtained the necessary clearance in order to be considered for award. If meeting the security clearance requirement by means of a subcontractor, the prime contractor must also submit a written agreement with the subcontractor to perform the classified work. Offerors without a security clearance will not be able to discuss key aspects of the program relating to armor kits, which are classified as SECRET, with their subcontractor. A prime contractor meeting the security requirement by arrangement with a subcontractor may subsequently apply for their own facility security clearance. Once the prime receives their own facility clearance, the Government and their sub-contractor would then be able to share the classified information with them.

c. Evaluation. The evaluation is a best value process to select the most advantageous and realistic offer. The Government will weigh the merits in Logistics, Technical, Logistics & Armor Past Performance/ Small Business Participation factors against the evaluated price to the Government to determine which proposal, in its judgment, represents the best value. As part of the trade-off determination of best value, the relative strengths, weaknesses, and risks of each proposal will be considered.

d. Trade-off Process. Proposals will be evaluated using a trade-off process to determine which proposal provides the most advantageous and realistic proposal (i.e. best value) considering the four factors: Logistics, Technical, Price, and Logistics & Armor Past Performance/Small Business Participation.

e. Rejection of offers. Offerors must carefully read, understand and provide all the information requested in the Proposal Preparation Instructions contained in Section L. If there are parts of the Section L instruction you do not understand, request clarification from the Contracting Officer. The circumstances that may lead to the rejection of a proposal are:

(1) The proposal fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation. Examples of failure to meaningfully respond include:

(a) when a proposal merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms and does not provide support and elaboration as specified in Section L of this solicitation.

(b) a proposal fails to provide any of the data and information required in Section L.

(c) a proposal provides some data but omits significant material data and information required by Section L.

(d) a proposal merely repeats the contract Scope of Work without elaboration.

(2) Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFPs requirements due to submission of a proposal which is unrealistically high or low in cost and/or price and/or unrealistic in terms of technical or schedule commitments.

(3) Contains any unexplained significant inconsistency between the proposed effort and cost and/or price, which implies the offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

(4) Is unbalanced as to cost or price. An unbalanced offer is one which is based on costs or prices significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost or price for each basic and option year.

(5) Is unaffordable.

(6) Offers a product or service that does not meet all stated material requirements of the solicitation.

f. Risk Assessment. The government will assess the capability of each offeror in four factors: Logistics, Technical, Price, and Logistics & Armor Past Performance/Small Business Participation. (See M.2.1 below.) The government will assess the risk of successful performance. For the purpose of evaluation of proposals in response to this RFP, proposals shall be evaluated in terms of both proposal risk and performance risk as follows:

g. Proposal Risks. Proposal Risks are those risks associated with an offerors proposed approach in providing goods and services in accordance with the terms and conditions of the contract. Terms and conditions include, for example, the performance, quality, and timeliness requirements of the contract. The government will consider the following, and may take into account, other relevant considerations, when it assesses risk: (i) the feasibility and probability of the approach meeting specific requirements of the solicitation, (ii) the adequacy, precision, and clarity of the analysis techniques, including rationale, and (iii) the general quality of the proposal, including, for example, understanding of the requirement, completeness and thoroughness of the proposal. Proposal Risk is assessed by the Source Selection Evaluation Board (SSEB) and is integrated into the rating of the Logistics Factor, Technical Factor, Price Factor and the Small Business Participation Factor.

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**Name of Offeror or Contractor:**

h. Performance Risks. Performance Risks are those risks associated with the probability that an offeror will successfully perform the solicitation requirements as indicated by that offerors record of past and current performance. The SSEB will assess performance risk in the Logistics & Armor Past Performance/Small Business Participation Factor.

i. Contractor Responsibility And Eligibility For Award. To be eligible for award, you must be determined responsible per FAR 9.103 by the Contracting Officer. contracts will be placed only with contractors that the Contracting Officer determines to be responsible, that is, those who satisfactorily perform the necessary tasks and delivery of the required items on time. Prospective offerors, in order to qualify as sources for this acquisition, must be able to demonstrate that they meet standards of responsibility set forth in FAR 9.104.1 and FAR 9.104-3(b). In addition, the government may assess the offerors financial and management capabilities to meet the solicitation requirements. Accordingly, the government reserves the right to reject an offeror who cannot satisfy the governments requirements as set forth in this RFP. The government reserves the right to conduct a Pre-Award Survey on any or all offerors (or their significant subcontractors, defined as any subcontract dollar value in excess of \$500,000) per performance period A Pre-Award Survey may be used to aid in this determination. The pre-award survey may ask you to provide financial, technical, production, or managerial background information. If you do not provide the government with the data requested within 7 days from the date you receive the request, or if you refuse a government visit to your facility, the government may determine you non-responsible. If the government visits your facility, please make sure that you have current certified financial statements and other data relevant to your proposal available for the team to review.

M.2 SOURCE SELECTION CRITERIA AND THEIR RELATIVE IMPORTANCE.

M.2.1 Best Value Evaluation.

a. To determine the best value, the government will evaluate the following factors and subfactors:

- FACTOR 1 LOGISTICS
  - SUBFACTOR 1: Technical Service & Parts Supportability
  - SUBFACTOR 2: Diagnostics
 (Technical Service & Parts Supportability is more important than Diagnostics)
  
- FACTOR 2 TECHNICAL
  - SUBFACTOR 1: Performance
  - SUBFACTOR 2: Armor Impact
 (Performance is slightly more important than Armor Impact)
  
- FACTOR 3 PRICE
  
- FACTOR 4 LOGISTICS & ARMOR PAST PERFORMANCE/ SMALL BUSINESS PARTICIPATION
  - SUBFACTOR 1: Logistics & Armor Past Performance
  - SUBFACTOR 2: Small Business Participation
 (Past Performance is significantly more important than Small Business Participation)

b. Logistics is more important than Technical which is more important than Price which is more important than Logistics & Armor Past Performance/Small Business Participation. In accordance with FAR 15.304(e), the non price factors are significantly more important than price when combined.

c. The Price Factor and non-Price Factors of each proposal will be evaluated. The non-price factors combined are significantly more important than Price. However, the closer the offerors evaluations are in the non-price factors, the more significant Price becomes in the decision. The fact that Price is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when an otherwise superior proposal is unaffordable; or 3) when strengths of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.3 FACTOR 1/VOLUME 1: LOGISTICS.

The Logistics evaluation will be based on information received in the written proposal. Logistics has two subfactors: Technical Service and Parts Supportability, and Diagnostics. For these subfactors, Technical Service and Parts Supportability is more important then Diagnostics.

M.3.1 Subfactor 1: Technical Service and Parts Supportability.

The Army requires the offeror to possess the capability to support the Motorized Grader. The Army conducts operations in areas of the world with austere infrastructures and little or no host nation support. Therefore, the government desires a vehicle that is supportable with a global network to supplement its organic support capabilities. This support consists of all parts and technical services to be provided within the Continental United States (CONUS) and Outside Continental United States (OCONUS).

The government will evaluate the offerors proposal and prepare a narrative risk assessment based on the following:

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Name of Offeror or Contractor:

Demonstrated and/or planned ability of the offeror to credibly provide global repair parts availability, and technical service network consisting of dealerships that employ technical service representatives certified by the manufacturer.

a. Technical Service Support. The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated or planned ability of the offeror to credibly provide global technical service support for the Motorized Grader. A technical service network consisting of dealerships that employ technical service representatives who are certified by the Motorized Grader OEM, are currently providing technical service support to significant quantities of equipment identical (same commercial model without A kit) to the offered Motorized Graders, and are immediately available (24 hours/ 7 days a week) to assist Army units at the locations listed in L.2.1., for hands-on service support will generally be considered a superior solution. Progressively higher risk may be assigned offerors supporting similar or no items in the cited areas specified in L.2.1. Additionally, progressively higher risk of providing technical service support may be assigned to offerors having either no, or few, dealerships which offer technical service representatives (certified by the Motorized Grader OEM) in the areas specified in L.2.1.

b. Parts Supportability. The government will evaluate the Offerors proposal and prepare a narrative risk assessment based on the demonstrated or planned ability of the offeror to credibly provide global repair parts availability for Motorized Grader parts in accordance with Military Standard Requisition and Issue Procedures (MILSTRIP). A parts support capability, which currently exists, and is successfully operating and can meet the MILSTRIP IPG delivery requirements, for significant quantities of the offered model of Motorized Grader (same commercial model without A Kit) will generally be considered a superior solution. Progressively higher risk may be assigned offerors supporting similar or no items in the cited areas specified in L.2.1. Proposed solutions that require greater or more extensive changes and additions to the offerors existing part support system or cannot respond within MILSTRIP delivery standards may be considered as having progressively higher risk of credibly providing the required global parts support.

M.3.2 Subfactor 2 Diagnostics.

We desire the vehicle with the capability to diagnose the greatest number of mission essential fault conditions in the Motorized Grader Engine, Hydrostatic Drive, Hydraulics, Brakes Systems, as well as other system components. A current vehicle offering completely embedded diagnostic capability is reflective of a system that minimizes the maintenance burden on the Army units and will generally be considered a superior solution. Those vehicles offering less than completely embedded diagnostic capability will generally be considered to impose a progressively higher maintenance burden on the Army units.

M.4 FACTOR 2, VOLUME 2: TECHNICAL

M.4.1 In general. The government will evaluate each offerors proposal and prepare a narrative risk assessment based on the probability that the offerors system will achieve the Grader required performance capabilities and any proposed performance exceeding the required up to the desired (for performance specified in Table M-1 only). The subfactors under Technical are: Performance and Armor Impact. Performance is slightly more important than Armor Impact.

M.4.2 Evaluation of Desired Technical Requirements: The government will assess the risk of the offeror not being able to meet what has been proposed based on both what has been demonstrated as well as information that has been incorporated into the written proposal. The evaluations of the desired requirements will be reflected in the ratings. Demonstrated levels of desired requirements will be rated more favorable than equivalent levels of performance that are only substantiated in the written portions of the proposal.

Table M-1. Desired Performance Requirements for Technical Factor under Performance and Armor Impact Subfactors

SUBFACTOR	PD PARAGRAPH	CONSIDERATIONS	REQUIRED	DESIRED
Performance	3.3.3	Blade Pull without Armor	16,000 lbs.	32,000 lbs.
	3.3.3	Blade Pull with Armor	16,000 lbs.	32,000 lbs.
	3.7.4	Controls	Joystick control for all blade functions	Joystick control of steering and blade
Armor Impact	3.6.6.1	Square Inches of visible area with armor kit installed (Visibility)	2,800 sq. in.	4,260 sq. in.
	3.6.6.3, 3.7.1	Crew Protection Cooling (Air Conditioning)	Meet requirements with auxiliary air conditioning system	Meet requirements with on-board air conditioning system
	3.3.4	Side Slope Stability with Armor Installed	15% side slope	35% side slope
	3.5.3	Ability for ROPS certification	None	Able to meet force

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	with armor installed		and displacement requirements
3.6.6.1	No components shall be laden to more than their rated capacity with armor installed (weight/rating=%)/(Durability)	Highest percentage <120%	Highest percentage <70%

- a. Credit will not be given for exceeding the desired performance requirements.
- b. Risk: The government will assess the risk of the offerors ability to meet the desired requirements proposed. This, along with the extent to which the requirement is proposed, will be reflected in the risk rating.
- c. If an offeror is awarded a contract, all of the offerors proposed performance capabilities exceeding required though desired, will be incorporated into the contract.

M.4.3 Subfactor 1, Performance.  
The offerors proposal will be assessed, and a risk level will be assigned indicating the governments evaluation of the probability that the offered Grader will meet the performance requirements of the Purchase Description (paragraphs 3.3.3 and 3.7.4), as well as any performance beyond the required as specified in Table M-1. To be assessed as an excellent proposal, the offered Grader must be credibly assessed as meeting the desired performance requirements.

M.4.4 Subfactor 2, Armor Impact.  
The offerors proposal will be assessed, and a risk level will be assigned indicating the governments evaluation of the probability that the offered Grader will meet the performance requirements of the Purchase Description (paragraphs 3.6.6.1, 3.6.6.3, 3.7.1, 3.3.4, and 3.5.3), as well as any performance beyond the required as specified in Table M-1. To be assessed as an excellent proposal, the offered Grader must be credibly assessed as meeting the desired performance requirements.

M.5 FACTOR 3/ VOLUME 3: PRICE

- M.5.1 Pricing Evaluation.
  - a. The Price Factor evaluation will consider the total evaluated price. The assessment of total evaluated price will include an assessment of the reasonableness of the proposed prices. A price is considered reasonable if that price does not exceed what would be incurred by a prudent person in the conduct of competitive business.
  - b. The total evaluated price amount will be used in the trade-off evaluation. The total evaluated price amount shall include all CLINs and options. The total evaluated price amount for an Offeror shall use (for evaluation purposes only) the quantities on Attachment 002, and shall be calculated per Attachment 002.

- c. If the offeror proposes to deliver other than unlimited technical data rights as defined in the applicable intellectual property related FAR and DFARS clauses for the B/C armor kits (C.12.5), the Government will add an evaluation factor to the offeror's overall price accounting for the cost of reverse engineering those items delivered with other than unlimited technical data rights.

M.6 FACTOR 4/SUBFACTOR 1/VOLUME 4: LOGISTICS & ARMOR PAST PERFORMANCE

M.6.1 In General. The subfactors under factor 4/Logistics & Armor Past Performance/Small Business Participation: Logistics & Armor Past Performance and Small Business Participation. Past Performance is significantly more important than Small Business Participation. The assessment of Past Performance will be based on the offerors, logistics subcontractors and armor subcontractors current and past record of contract performance within the last three years and the relevance of those contracts, as it relates to the probability that the offeror will successfully accomplish the required logistic and armor effort. When addressing performance risk, the government will focus its inquiry on the offerors, logistics subcontractors and armor subcontractors record of performance as related to the Motorized Grader logistics and armor program requirements including;

- a. Technical. Conformance to specifications and standards of good workmanship/quality.
- b. Schedule. Adherence to delivery schedules, program schedules, and problem solving ability.
- c. Business Relations. Responsiveness, reasonableness, cooperative behavior, communicative behavior, and commitment to customer satisfaction.

M.6.2 A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, offerors are reminded to include all relevant past efforts, including any demonstrated corrective actions, in their proposal. Offerors without a record of relevant Past Performance, upon which to base a meaningful performance risk prediction, will be rated as "Unknown Risk", which is neither favorable nor unfavorable.

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M.6.3 In evaluating each offerors performance history, the government will look at the offerors delivery performance, and that of the logistics and armor subcontractors, against the contracts original delivery schedule unless the delay was government caused. Schedule extensions that were the fault of the offeror, or a proposed subcontractors fault, even if consideration was provided, will be counted against the offeror. The government will also evaluate the past performance questionnaires in terms of Technical relevance to the Motorized Grader Scope of Work, Schedule and Business relations.

M.6.4 Additionally, the offeror may be evaluated based on other internal government or private source information. While the government may elect to consider data obtained from external sources other than the proposal, the burden of providing thorough and complete past performance information rests with the offeror.

M.7 FACTOR 4/SUBFACTOR 2/VOLUME 5: SMALL BUSINESS PARTICIPATION

M.7.1 SMALL BUSINESS PARTICIPATION.

a. The government will evaluate the extent of small business concern participation, the complexity of the services, products or components to be subcontracted with U.S. small business concerns, and perform a risk assessment of offerors credibly achieving the governments goals for U.S. small business participation in performance of this contract. The evaluation of the extent of small business participation will be in terms of the percentage of total subcontracted dollars that the offeror credibly proposes to subcontract to U.S. small business concerns (SB, SDB, WOSB, VOSB, SDVOSB, HUBZone SB, and/or HBCU/MIs) in the performance of the contract. For the purpose of this evaluation, the extent of prime offeror (or joint venture partner/teaming arrangement) participation in proposed contract performance, where the offeror is a U.S. small business concern for the NAICS code applicable to this solicitation, will also be considered small business participation.

b. The evaluation of Small Business Concern participation will include the following:

(1) The extent to which the proposal identifies participation of U.S. small business concerns (to include, as described above, the participation of the offeror if it is a U.S. small business concern). The extent of participation of such concerns will be evaluated in terms of the percentage of the total subcontract amount (to include, as described above, the extent of participation of the offeror if it is a U.S. small business concern). The subcontracting goals for small business participation are: 35% SB, 5% SDB, 5% WOSB, 3% HUBZone SB, 3% VOSB and 3% SDVOSB (the SB goal is the 2007 DoD goal, and the balance are the national goals). These goals will be used by the government in the evaluation of the extent of small business participation;

(2) The complexity of the items/services to be furnished by U.S. small business concerns; and

(3) An assessment of the probability that the offeror will satisfy the requirements of FAR 52.219-8 (as applicable to the offeror) and can achieve the levels of small business participation identified in the proposal. This assessment will be based upon both (a) a proposal risk assessment of the offerors proposed Small Business Participation approach, and (b) a performance risk assessment of prior achievements (past performance) in satisfying commitments and requirements under FAR 52.219-8.

\*\*\* END OF NARRATIVE M0001 \*\*\*

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## SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS7040	52.201-4000 (TACOM)	01-JAN-2006	TACOM-WARREN OMBUDSPERSON
AUTO/DEL	AS7311	52.204-4016 (TACOM)	01-SEP-2006	TACOM-WARREN ELECTRONIC CONTRACTING
AUTO	AS7316	52.214-4003 (TACOM)	01-MAR-1998	ALL OR NONE

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DELETED	CS6005	52.204-4003 (TACOM)	01-MAY-2000	START OF WORK MEETING
AUTO/CHANGE	CS6334	52.211-4072 (TACOM)	01-JAN-2005	TECHNICAL DATA PACKAGE INFORMATION

The following "X"d item applies to this solicitation:

[ X] There is no Technical Data Package (TDP) included with this solicitation.

[ ] The TDP for this solicitation is on a CD ROM and must be ordered. Ordering instructions can be obtained at Uniform Resource locator (URL): <http://contracting.tacom.army.mil/bidreq.htm>

[ ] This solicitation contains one, or, more Web located TDPs. If multiple Contract Line Item Numbers (CLINs) are listed, each one will have its own URL just under the CLIN listing. The URL will take you to that CLIN's Web located TDP. To access the TDP, you will have to copy or type the link's URL into your web browser address bar at the top of the screen.

Note: To copy a link from a .pdf file, click on the "Text Select Tool," then highlight the URL, copy and paste it into your browser, and hit the enter key.

[End of Clause]

ADDED	CS7237	52.237-4000 (TACOM)	01-FEB-2007	CONTRACTOR MANPOWER REPORTING (CMR)
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## SECTION D - PACKAGING AND MARKING

CHANGED	DA6104	252.211-7003	01-JUN-2005	ITEM IDENTIFICATION AND VALUATION
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[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> ]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means



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(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subtitle, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

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Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: TBD

Item Description: TBD

(iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment TBD.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

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(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

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AUTO/DEL	DA7105	252.211-7003	01-JUN-2005	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)
AUTO	DA7006	252.211-7006	01-MAY-2006	RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)
DELETED	DS7111	52.247-4016 (TACOM)	01-AUG-2005	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

## SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF0195	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES--FIXED-PRICE
ADDED	EF00006	52.246-4	01-AUG-1996	INSPECTION OF SERVICES--FIXED-PRICE
AUTO	EF0181	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
DELETED	EF6003	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989))
DELETED	EF6006	52.209-4	01-SEP-1989	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING [ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)]
DELETED	ES6304	52.209-4000 (TACOM)	01-MAR-2000	NOTICE REGARDING FIRST ARTICLE TEST SAMPLE
CHANGED	ES6333	52.209-4333 (TACOM)	01-APR-2006	INSPECTION AND ACCEPTANCE (FIRST ARTICLE APPROVAL)

In addition to inspection requirements specified in applicable drawings and/or specifications, the following provisions shall apply to this contract:

(1) FIRST ARTICLE APPROVAL-CONTRACTOR TESTING: First Article Approval-Contractor Testing shall be performed in accordance with the Purchase Description.

(2) The First Article Test Report (FATR) shall be compiled by the contractor to the contractor's own format. The FATR shall document the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The FATR shall include actual inspections and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and Quality Assurance Provision (QAP) requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The FATR shall contain sufficient narrative content, technical data, illustrations or photographic evidence, and an objective determination by the contractor to allow the designated Government representative to determine that the First Article Test was successfully completed.

[End of Clause]

DELETED	ES6650	52.242-4013 (TACOM)	01-NOV-2005	BALLISTIC TESTING
ADDED	ES7032	52.209-4012 (TACOM)	01-APR-2000	NOTICE REGARDING FIRST ARTICLE
AUTO	ES7043	52.211-4029 (TACOM)	01-MAY-1994	INTERCHANGEABILITY OF COMPONENTS
AUTO	ES7001	52.246-4028 (TACOM)	01-NOV-2005	INSPECTION AND ACCEPTANCE POINTS: ORIGIN

## SECTION F - DELIVERIES OR PERFORMANCE

AUTO	FF0081	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
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AUTO	FF0023	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF0001	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0010	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FF0030	52.247-48	01-FEB-1999	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT
AUTO/DEL	FS6051	52.242-4022 (TACOM)	01-SEP-2006	DELIVERY SCHEDULE
DELETED	FS6457	52.242-4457 (TACOM)	01-SEP-2006	DELIVERY SCHEDULE FOR DELIVERY ORDERS
AUTO	FF7030	52.211-16	01-APR-1984	VARIATION IN QUANTITY
ADDED	FS7201	52.247-4009 (TACOM)	01-AUG-2003	DELIVERY OF SUPPLIES FROM FOREIGN FIRMS TO U.S. PORT OF ENTRY
AUTO	FS7003	52.247-4017 (TACOM)	01-MAY-2004	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES
SECTION G - CONTRACT ADMINISTRATION DATA				
AUTO	GA0003	252.232-7003	01-JAN-2004	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
ADDED	GA7811	252.201-7000	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
AUTO	GA7006	252.204-7006	01-OCT-2005	BILLING INSTRUCTIONS
AUTO	GS7006	52.204-4011 (TACOM)	01-OCT-2005	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)
SECTION H - SPECIAL CONTRACT REQUIREMENTS				
ADDED	HA0802	252.203-7002	01-DEC-1991	DISPLAY OF DOD HOTLINE POSTER
AUTO	HA0803	252.204-7000	01-DEC-1991	DISCLOSURE OF INFORMATION
AUTO	HA0804	252.205-7000	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO/DEL	HA0853	252.225-7001	01-JUN-2005	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
AUTO	HA0830	252.225-7002	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
ADDED	HA0811	252.225-7004	01-JUN-2005	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	HA0812	252.225-7006	01-APR-2005	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
AUTO	HA0309	252.225-7013	01-JUN-2005	DUTY-FREE ENTRY
ADDED	HA0020	252.225-7021	01-FEB-2006	TRADE AGREEMENTS
AUTO	HA0151	252.225-7033	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES
AUTO	HA0018	252.226-7001	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
AUTO	HA0873	252.231-7000	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	HA0871	252.246-7000	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT

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ADDED	HA0805	252.246-7001	01-DEC-1991	WARRANTY OF DATA
ADDED	HA0859	252.249-7002	01-DEC-1996	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
AUTO/DEL	HS7101	52.204-4005	01-SEP-2004	REQUIRED USE OF ELECTRONIC CONTRACTING
ADDED	HS7040	52.225-4040 (TACOM)	01-JUN-2005	ARMY MATERIEL COMMAND (AMC) ADMINISTRATIVE REQUIREMENTS FOR DEPLOYED CONTRACTORS
DELETED	HS7442	52.245-4000 (TACOM)	01-MAY-2001	ACCOUNTABILITY OF ITEMS UNDER OVERHAUL/MAINTENANCE/REPAIR CONTRACTS
AUTO	HS7301	52.246-4026 (TACOM)	01-SEP-2006	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS

## SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-JUL-2004	DEFINITIONS
AUTO	IF0004	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0005	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0165	52.203-6	01-SEP-2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0008	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0314	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0723	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0023	52.203-12	01-SEP-2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
ADDED	IF0006	52.204-2	01-AUG-1996	SECURITY REQUIREMENTS
AUTO	IF0772	52.204-4	01-AUG-2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
ADDED	IF00015	52.204-9	01-NOV-2006	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
AUTO	IF0511	52.208-9	01-JUL-2004	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
AUTO	IF0964	52.209-6	01-SEP-2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0015	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0017	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0022	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATIONS
AUTO	IF0276	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
ADDED	IF00047	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
ADDED	IF00049	52.215-13	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
AUTO	IF0831	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
AUTO	IF0069	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO	IF0070	52.219-9	01-SEP-2006	SMALL BUSINESS SUBCONTRACTING PLAN

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AUTO	IF0777	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0076	52.222-1	01-FEB-1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
AUTO	IF0445	52.222-19	01-JAN-2006	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0081	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0992	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0082	52.222-26	01-MAR-2007	EQUAL OPPORTUNITY
AUTO	IF0085	52.222-35	01-SEP-2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0087	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0088	52.222-37	01-SEP-2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
ADDED	IF00116	52.222-50	01-APR-2006	COMBATING TRAFFICKING IN PERSONS
AUTO	IF0094	52.223-3	01-JAN-1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
ADDED	IF00117	52.223-5	01-AUG-2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
AUTO	IF0295	52.223-6	01-MAY-2001	DRUG FREE WORKPLACE
AUTO	IF0512	52.223-14	01-AUG-2003	TOXIC CHEMICAL RELEASE REPORTING
AUTO	IF0999	52.225-8	01-FEB-2000	DUTY-FREE ENTRY
AUTO	IF0098	52.225-13	01-FEB-2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
AUTO	IF0333	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
AUTO	IF0334	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
AUTO	IF0355	52.227-3	01-APR-1984	PATENT INDEMNITY
ADDED	IF00149	52.228-3	01-APR-1984	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)
ADDED	IF00150	52.228-4	01-APR-1984	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
AUTO	IF0109	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0211	52.229-6	01-JAN-1991	TAXES--FOREIGN FIXED-PRICE CONTRACTS
AUTO	IF0113	52.230-2	01-APR-1998	COST ACCOUNTING STANDARDS
AUTO	IF0114	52.230-6	01-APR-2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
AUTO	IF0118	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF0123	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0124	52.232-9	01-APR-1984	LIMITATION ON WITHHOLDING OF PAYMENTS
AUTO	IF0127	52.232-11	01-APR-1984	EXTRAS
DELETED	IF0021	52.232-16	01-APR-2003	PROGRESS PAYMENTS (Alternate I dated March 2000) (This clause only applies to small businesses.)
ADDED	IF0320	52.232-16	01-APR-2003	PROGRESS PAYMENTS

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ADDED	IF0063	52.232-16	01-APR-2003	PROGRESS PAYMENTS (Alternate III dated April 2003, does not apply to small businesses)
AUTO	IF0128	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0362	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0703	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0134	52.232-23 (ALT 1)	01-JAN-1986	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)
AUTO	IF0136	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0349	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF0300	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
ADDED	IF0733	52.242-4	01-JAN-1997	CERTIFICATION OF INDIRECT COSTS
AUTO	IF0142	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0147	52.243-1	01-AUG-1987	CHANGES--FIXED-PRICE
AUTO	IF0161	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
AUTO	IF0262	52.244-2	01-AUG-1998	SUBCONTRACTS
AUTO	IF0166	52.244-5	01-DEC-1996	COMPETITION IN SUBCONTRACTING
AUTO	IF0238	52.244-6	01-SEP-2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
AUTO/DEL	IF0226	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
ADDED	IF0227	52.246-24	01-FEB-1997	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS
AUTO	IF0230	52.247-63	01-JUN-2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
AUTO	IF0146	52.247-68	01-FEB-2006	REPORT OF SHIPMENT (REPSHIP)
AUTO	IF0231	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0241	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0250	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0651	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0280	252.203-7001	01-DEC-2004	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
AUTO	IA0821	252.204-7003	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
ADDED	IA0013	252.204-7005	01-NOV-2001	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
AUTO	IA0222	252.209-7004	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98
AUTO	IA0015	252.211-7005	01-NOV-2005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
AUTO	IA0897	252.215-7000	01-DEC-1991	PRICING ADJUSTMENTS
AUTO	IA0872	252.219-7003	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)



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ADDED	IA00044	252.223-7006	01-APR-1993	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
AUTO	IA0885	252.225-7014	01-JUN-2005	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)
AUTO	IA0809	252.225-7015	01-JUN-2005	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
AUTO	IA0829	252.225-7016	01-MAR-2006	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
AUTO	IA0654	252.225-7031	01-JUN-2005	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0932	252.225-7041	01-JUN-1997	CORRESPONDENCE IN ENGLISH
AUTO	IA0933	252.225-7042	01-APR-2003	AUTHORIZATION TO PERFORM
ADDED	IA0350	252.227-7013	01-NOV-1995	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS
ADDED	IA0624	252.227-7016	01-JUN-1995	RIGHTS IN BID OR PROPOSAL INFORMATION
ADDED	IA0379	252.227-7030	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA0392	252.227-7037	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
ADDED	IA00101	252.228-7003	01-DEC-1991	CAPTURE AND DETENTION
ADDED	IA00105	252.229-7002	01-JUN-1997	CUSTOMS EXEMPTIONS (GERMANY)
ADDED	IA0523	252.232-7004	01-OCT-2001	DOD PROGRESS PAYMENT RATES
AUTO	IA0232	252.232-7010	01-SEP-2005	LEVIES ON CONTRACT PAYMENTS
ADDED	IA0704	252.242-7004	01-NOV-2005	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	IA0818	252.243-7001	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0444	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT
AUTO	IA0408	252.244-7000	01-NOV-2005	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)
AUTO	IA0807	252.247-7023	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
CHANGED	IF6050	52.216-18	01-OCT-1995	ORDERING

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through 10 years after award date.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

CHANGED	IF6051	52.216-19	01-OCT-1995	ORDER LIMITATIONS
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

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(1) Any order for a single item in excess 84.

(2) Any order for a combination of items in excess of 150; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

CHANGED IF6053 52.216-21 01-OCT-1995 REQUIREMENTS

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after eleven years and six months after contract award.

(End of clause)

DELETED IF6500 52.216-22 01-OCT-1995 INDEFINITE QUANTITY

AUTO/CHANGE IF6555 52.223-7 01-JAN-1997 NOTICE OF RADIOACTIVE MATERIALS

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

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(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

CHANGED IA60021 252.225-7043 01-MAR-2006 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Todd Burrows at burrowst@tacom.army.mil after award.

(End of clause)

CHANGED IA60027 252.237-7019 01-SEP-2006 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

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(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to

(A) Receive the training specified in paragraph (b)(1) of this clause

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

DELETED	IS6230	52.217-4001 (TACOM)	01-FEB-2007	SEPARATELY PRICED OPTION FOR INCREASED QUANTITY
AUTO	IF7622	52.204-7	01-JUL-2006	CENTRAL CONTRACTOR REGISTRATION
AUTO	IF7990	52.219-4	01-JUL-2005	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS
AUTO	IF7239	52.222-39	01-DEC-2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
AUTO	IF7405	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
AUTO	IF7262	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA7894	252.223-7001	01-DEC-1991	HAZARD WARNING LABELS
ADDED	IA70014	252.225-7040	01-MAR-2007	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (DEVIATION) DAR TRACKING # 2007-00004
AUTO	IS7002	52.204-4009 (TACOM)	01-MAR-2005	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION
ADDED	IS7218	52.216-4021 (TACOM)	01-JUN-2005	REQUIREMENTS DEFINITION
AUTO	IS7070	52.219-4070	01-APR-2006	PILOT MENTOR-PROTEGE PROGRAM

#### SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA0221	252.209-7001	01-SEP-2004	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
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ADDED	KA0625	252.227-7017	01-JUL-1995	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
ADDED	KA0298	252.227-7028	01-JUN-1995	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT
AUTO/CHANGE	KF6001	52.204-8	01-JAN-2006	ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 333120.

(2) The small business size standard is 750.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

AUTO	KF7095	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY -- SUPPLIES
AUTO	KF7225	52.225-18	01-SEP-2006	PLACE OF MANUFACTURE
AUTO	KF7025	52.230-1	01-JUN-2000	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
AUTO	KF7230	52.230-7	01-APR-2005	PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES
AUTO/DEL	KA7850	252.225-7000	01-JUN-2005	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
ADDED	KA7022	252.225-7020	01-JAN-2005	TRADE AGREEMENTS CERTIFICATE
AUTO	KA7806	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
AUTO	KS7413	52.204-4007 (TACOM)	01-MAR-2001	OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE

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AUTO	KS7035	52.215-4005 (TACOM)	01-OCT-1985	MINIMUM ACCEPTANCE PERIOD
AUTO	KS7008	52.215-4010 (TACOM)	01-JAN-1998	AUTHORIZED NEGOTIATORS
AUTO	KS7151	52.223-4002 (TACOM)	01-DEC-1993	USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)
AUTO	KS7147	52.225-4003 (TACOM)	01-MAR-1990	IDENTIFICATION OF SUPPLY CONTRACT/SUBCONTRACT(S) WITH A UNITED KINGDOM (UK) FIRM IN EXCESS OF \$1 MILLION
AUTO	KS7283	52.245-4004 ALT I	01-JAN-1991	CERTIFICATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE AND EVALUATION FACTOR FOR USE OF THE GOVERNMENT-OWNED PROPERTY

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0104	52.211-2	01-JAN-2006	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
AUTO	LF0106	52.211-14	01-SEP-1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
AUTO	LF0009	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
AUTO	LF0114	52.214-35	01-APR-1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
AUTO/DEL	LF0018	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION
ADDED	LF0100	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALT. I dated October 1997)
DELETED	LF0020	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS (ALTERNATE I (OCT 1997) AND ALTERNATE II (OCT 1997))
ADDED	LF0043	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
AUTO	LA0842	252.204-7001	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
ADDED	LA0800	252.225-7003	01-JUN-2005	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER
AUTO	LA0152	252.225-7032	01-APR-2003	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS
CHANGED	LF6001	52.216-1	01-APR-1984	TYPE OF CONTRACT
The Government contemplates award of a firm-fixed price (years 1-5)/fixed price with economic price adjustment (years 6-10) contract resulting from this solicitation.				
AUTO	LF7270	52.211-1	01-AUG-1998	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29
AUTO/DEL	LF7611	52.216-1	01-APR-1984	TYPE OF CONTRACT
AUTO	LF7300	52.233-2	01-AUG-1996	SERVICE OF PROTEST
AUTO	LM7015	52.233-4001 (TACOM)	01-OCT-2006	HQ-AMC LEVEL PROTEST PROCEDURES
ADDED	LS7307	52.209-4008 (TACOM)	01-APR-1986	CAUTION CONCERNING THE PRICING OF FIRST ARTICLE APPROVAL

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ADDED	LS7327	52.211-4054 (TACOM)	01-MAR-1989	PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES
AUTO	LS7001	52.215-4003 (TACOM)	01-DEC-2002	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)
AUTO	LS7006	52.215-4404	01-MAY-2002	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY
ADDED	LS7326	52.217-4004 (TACOM)	01-FEB-1994	DESTINATIONS FOR OPTION QUANTITIES
ADDED	LS7385	52.219-4005 (TACOM)	01-FEB-1999	SUBMISSION OF SUBCONTRACTING PLAN
AUTO	LS7055	52.245-4002 (TACOM)	01-MAR-1996	ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING

## SECTION M - EVALUATION FACTORS FOR AWARD

DELETED	MS6313	52.209-4006 ALT III (TACOM)	01-FEB-1998	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT )
DELETED	MS6314	52.209-4006, ALT IV (TACOM)	01-DEC-1999	EVALUATION FACTORS FOR FIRST ARTICLE TEST REQUIREMENT (REQUIREMENTS CONTRACT/INDEFINITE QUANTITY CONTRACT)
ADDED	MF7004	52.217-5	01-JUL-1990	EVALUATION OF OPTIONS
AUTO	MS7311	52.209-4011 (TACOM)	01-JAN-2001	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD
ADDED	MS7911	52.216-4006 (TACOM)	01-OCT-2001	METHOD OF PRICE EVALUATION
DELETED	MS7060	52.217-4003 (TACOM)	01-FEB-1998	EVALUATION OF INCOMPLETE OPTION PRICING